# PORT GAMBLE S'KLALLAM TRIBE

S'KLALLAM NATION

WASHINGTON



# **CONTRACT PROVISIONS**

for

## HERONSWOOD GARDEN WATER MAIN EXTENSION



KPFF FEBRUARY 2024



#### **CALL FOR BIDS**

## PORT GAMBLE S'KLALLAM TRIBE HERONSWOOD GARDEN WATER MAIN EXTENSION ENGINEER'S ESTIMATE \$800,000

Sealed Proposals will be received by the undersigned at the Port Gamble S'Klallam Tribe Housing Authority Building (located behind library), 31912 Little Boston Rd NE, Kingston, Washington 98346, up to 10 AM; local time on Friday February 23<sup>rd</sup>, 2024, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Heronswood Garden Water Main Extension.

The project will consist of extending a new 10-inch diameter water main from the intersection of Hansville Road NE and NE 288<sup>th</sup> Street to the Heronswood Gardens. The proposed extension would connect the proposed 10-inch diameter water main at Hansville Road NE and run westwards towards Heronswood Garden along 288<sup>th</sup>, then run southwards with an 8-inch diameter water main onto the property and behind the offices located on the property. Fire hydrants will be provided at appropriate intervals to supply fire protection and will connect to the proposed water main. It is anticipated that Kitsap Public Utility District (KPUD) will take ownership of the new water main following the completion of construction. The work will also include performing all associated piping, restoration, testing, and instrumentation work.

The Work shall be substantially complete within 50 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the Capital Projects Manager, Port Gamble S'Klallam Tribe, Kingston, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "Port Gamble S'Klallam Tribe" and in an amount of not less than five percent (5%) of the total Proposal amount.

For assistance, please call (360) 297-6214 or email <a href="mailto:mrorem@pgst.nsn.us">mrorem@pgst.nsn.us</a>. Contract questions shall be directed only to the office of the Project Engineer.

1. A Prebid Conference is scheduled for Wednesday, February 14<sup>th</sup>, 2024. The conference will begin at the Heronswood Garden Parking Lot Area, 7530 288<sup>th</sup> Street NE, Kingston, Washington at 10 AM (local time). Prospective bidders are encouraged to participate. Any other site visits shall be limited to 9 AM to 3 PM, Monday through Friday, and shall be coordinated through Mike Rorem, of the Port Gamble S'Klallam Tribe, by calling (360) 297-6214, at least 24 hours in advance of the visit. No unauthorized visits or unscheduled visits will be allowed at the Heronswood Garden site. NE 288<sup>th</sup> St is available for site visits anytime.

Financing of the Project has been provided by Port Gamble S'Klallam Tribe, Washington. The Port Gamble S'Klallam Tribe expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

Weblink to Project Plan Set: <a href="https://pgst.nsn.us/utilities/">https://pgst.nsn.us/utilities/</a>

## **CONTRACT PROVISIONS**

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# PART 1 BID DOCUMENTS

#### **BIDDER'S CHECKLIST**

#### 1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 P-9)
- b. Bid Deposit or Proposal Bond (PB-1)

#### 2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

#### 3. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

a.	Agreement	(Pages A-1 - A-3)
b.	Performance Bond	(Page B-1)
c.	Public Works Payment Bond	(Page B-2)

- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

# HERONSWOOD GARDEN WATER MAIN EXTENSION PROPOSAL

Port Gamble S'Klallam Tribe 7530 NE 288<sup>th</sup> St, Kingston, Washington 98346

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check, or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

BASE BID – HERONSWOOD GARDEN WATER MAIN EXTENSION

<u>NO</u>	. <u>ITEM</u>	QUAN	<u>TITY</u>	UNIT PRICE	<u>AMOUNT</u>
1	Mobilization & General Conditions	1	LS	\$	\$
2	Temporary Traffic Control	1	LS	\$	\$
3	Demobilization & Closeout	1	LS	\$	\$
4	10" DI Water Main	2015	LF	\$	\$
5	8" DI Water Main	535	LF	\$	\$
6	Fire Hydrant Assembly	5	EA	\$	\$
7	Service Connection to Water Main	1	EA	\$	\$
8	Wet Tap to Existing Water Main	1	EA	\$	\$
9	Restoration	1	LS	\$	\$
T	OTAL CONSTRUCTION COST:		\$		

Note: A bid must be received on all items.

# STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm:	
Address:	
Telephone No	
E-mail:	
Number of years the Contractor has been engage firm name, as indicated above:	ed in the construction business under the present
WORK TO BE COM	PLETED BY BIDDER
List the Work and the dollar amount thereof that awarded the contract.	the Bidder will complete with its forces, if
Work to be Performed	Dollar Amount

#### **PROPOSED SUBCONTRACTORS** (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the five categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
Heating, Ventilation and Air Conditioning	
Plumbing	
Electrical	
Structural Steel Installation	
Rebar Installation	

#### **ADDENDA RECEIVED**

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 50 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 60 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the

Substantial Completion Date is achieved and \$1,000.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Compensation Account No. is	
n No. is	;
;	
; and	
	n No. is;

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

- 1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
- The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, Friday February 23<sup>rd</sup>, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

included herein.

The undersigned agrees that the Owner is authorized to obtain information from all references

# PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we		
of	as principal, and the	
Washington, as surety, ar <b>TRIBE</b> in the full and per principal for the work here we bind our heirs, execute these presents.  The condition of	e held and firmly bound unto the <b>PORT GAMBLE S'KLALLAM</b> nal sum of five percent of the total amount of the bid proposal of said cinafter described, for the payment of which, well and truly to be made, ors, administrators and assigns, and successors and assigns, firmly by this bond is such, that whereas the principal herein is herewith	
	I proposal for the following construction project, to wit:  NSWOOD GARDEN WATER MAIN EXTENSION	
HERO	NSWOOD GARDEN WATER MAIN EXTENSION	
said bid and proposal, by r	reference thereto, being made a part hereof.	
NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the <b>PORT GAMBLE S'KLALLAM TRIBE</b> within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.		
IN TESTIMONY	WHEREOF, The principal and surety have caused these presents to be	
signed and sealed this	day of	
	(Principal)	
	(Surety)	
	(Attorney-in-fact)	

# PART 2 AGREEMENT AND BONDS

# **AGREEMENT**

THIS AGREEME		•			
S'KLALLAM	TRIBE	(hereinafter			Owner) and
			(hereinal	fter called th	ne Contractor).
The Owner and the	Contractor as	gree as follows:			
	e entermeter wa	5100 WS 10110 WS.			Λ
ARTICLE 1. WO	RK.				
[Include descripti	on of all sche	dules, alternat	e or additive	items awar	ded]
ARTICLE 2. CO	NTRACT TIM	ME.			
The Contractor sha	ll substantiall	y complete the	Work required	by the Co.	ntract within
working	days (the Sub	ostantial Compl	letion Date) ar	d physically	y complete the
Work within					
The Owner and the will suffer finance	e Contractor r	recognize that the Work is no	t completed	within the	time, plus any
extensions thereof inconvenience, expactual loss suffered	pense, and di	ifficulties invol	lved in a leg	al proceedi	ng to prove the
the Contract. Acc	ordingly, the	Owner and	the Contracto	or agree th	at as liquidated
damages for dela (\$)	y, and not	as a penalty,	the Contrac	ctor shall	pay the Owner
Date that the C	Contractor	whieves substa	antial comple	etion of 1	the Work and
(\$					
Contractor achieve	s physical con	npletion of the	Work.	1	
ARTICLE 4. CO	TRACT PR	ICE.			
The Chungan	oxy tha Cantras	otor the emount	(a) got forth in	tha Dranca	ol (in United
The Owner shall pa States dollars) for o					
States donais, 101 (	ompionon or	are work in ac	Corduince WIIII	and Comman	···

#### ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond
- The Contract Provisions, including 2018 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of sheets, as listed in the index on sheet of the Plans
- Addenda numbers \_\_\_\_\_\_, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

#### ARTICLE 6. MISCELLANEOUS

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

(Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not united to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

PORT GAMBLE S'KLALLAM TRIBE	CONTRACTOR
	License No.
Ву	Ву
Date	Title
	Attest
	Name and Address for giving notices (print)

# PERFORMANCE BOND to PORT GAMBLE S'KLALLAM TRIBE, WA

Bond No.

The <b>PORT GAMBLE S'KLALLAM TRIBE</b> , Wash	ington, (Tribe) has awarded to
(Principal), a contract for the construction of the proje	ect designated as Heronswood Garden Watermain Extension on
the Port Gamble S'Klallam Reservation, Washington	(Contract), and said Principal is required to furnish a bond for
performance of all obligations under the Contract.	
The Principal, and	(Surety), a corporation, organized under the laws of
the State of and licensed to do	business in the State of Washington as surety and plamed in the
	leral Bonds" as published in the Federal Register by the Audit
	ointly and severally held and firmly bound to the Tabe, in the
sum of	
include sales tax) Total Contract Amount, subject to	<u> </u>
return sures turn) Total Contract Thirounit, subject to	the provisions nereni.
This statutory performance bond shall become nul	Il and void, if and when the Principal its herrs, executors,
	faithfully perform all of the Principal's obligations under the
	I duly authorized modifications, additions, and changes to said
	and in the manner therein specified; and if such performance
obligations have not been fulfilled, this bond shall ren	nam in run force and effect.
The Court Court have a larger	
	e, extension of time, alteration or addition to the terms of the
	act, or to the work to be performed under the Contract shall in
any way affect its obligation on this bond, and waives	s notice of any change, extension of time, alteration or addition
to the terms of the Contract or the work performed. The	ne Surety agrees that modifications and changes to the terms and
conditions of the Contract that increase the total am	nount to be paid the Principal shall automatically increase the
obligation of the Surety on this bond and notice to Su	very is not required for such increased obligation.
<b>(</b> `	
	parts, and shall be signed by the parties' duly authorized officers.
	by a fully executed and original power of attorney for the officer
executing on behalf of the surety.	$\nearrow$
PRINCIPAL	SURETY
TALL CHALL	SCRETT
Principal Signature Date	Surety Signature Date
	2 ····· ( · · · · · · · · · · · · · · ·
Printed Name	Printed Name
	==
Title	Title
Name, address, and telephone of local office/agent of	Surety Company is:
A 1 C	
Approved as to form:	
Tribe Attorney, Port Gamble S'Klallam Tribe	Date
The Transfer of Cambie & Right Inde	240

# PUBLIC WORKS PAYMENT BOND to PORT GAMBLE S'KLALLAM TRIBE, WA

The PORT GAMBLE S'KLALLAM TRIBE, Washi	ington (Tribe) has awarded to
	ct designated as Heronswood Garden Water Main Extension on
	(Contract), and said Principal is required under the terms of that
	Title 39.08 Revised Code of Washington (RCW) and (where
applicable) 60.28 RCW.	
The Principal, and	(Surety), a corporation organized under the laws of the
State of and licensed to do but	isiness in the State of Washington as surety and named in the
	eral Bonds" as published in the Federal Register by the Audit
• • • • • • • • • • • • • • • • • • • •	pintly and severally held and firmly bound to the Tribe in the
sum of	US Dollars (\$ amount to
include sales tax) Total Contract Amount, subject to t	the provisions herein.
This statutory payment bond shall become null and voi	d, if and when the Principal, its hears, executors, administrators,
successors, or assigns shall pay all persons in accord	dance with RCW Titles 39.08, 39.13 and 60.28 including all
workers, laborers, mechanics, subcontractors, and ma	terialmen, and all persons who shall supply such contractor or
	rying on of such work, and all taxes incurred on said Contract
	have not been fulfilled, this bond shall remain in full force and
effect.	
The Surety for value received agrees that no change	, extension of time, alteration or addition to the terms of the
Contract, the specifications accompanying the Contra	ct, or to the work to be performed under the Contract shall in
any way affect its obligation on this bond, except as p	provided herein, and waives notice of any change, extension of
time, alteration or addition to the terms of the Contract	or the work performed. The Surety agrees that modifications
and changes to the terms and conditions of the Confin	that increase the total amount to be paid the Principal shall
	this bond and notice to Surety is not required for such increased
obligation.	
	<u></u>
This bond may be executed in two (2) original counterp	Parts, and shall be signed by the parties' duly authorized officers.
executing on behalf of the surety.	y a fully executed and original power of attorney for the officer
PRINCIPAL	SURETY
Paringinal Signature Data	Surety Signature Date
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Tipe	Title
Name, address, and telephone of local office/agent of	Surety Company is:
Traine, and telephone of local office/agent of	Burety Company is.
Approved as to form:	
Approved as to form:	
Tribe Attorney, Port Gamble S'Klallam Tribe	Date

# PART 3

# SUPPLEMENTARY GENERAL CONDITIONS AND GENERAL CONDITIONS

#### SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions shall be supplemented as follows:

#### **Section 3.03.2 SAFETY MEASURES**

Supplement this section with the following:

"In response to COVID-19, the Contractor shall prepare a project specific COVID-19 Health and Safety Plan (CHSP).

The CHSP shall be prepared and submitted prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State and Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the Look Ahead Schedule required under Section 3.04.15(1). If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including Owner representatives and workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

Costs for development and implementation of the CHSP shall be included in other items of work."

# **GENERAL CONDITIONS**

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## **GENERAL CONDITIONS**

# SECTION 1 - GENERAL INFORMATION APPLICABLE TO PROPOSAL AND CONTRACT

#### 1.01 DEFINITIONS AND TERMINOLOGY

The following terms are abbreviated and defined as they are used in the Contract. When used in the Proposal form to denote items of Work and units of measurements, abbreviations mean the full expression of the abbreviated term.

#### 1.02 ABBREVIATIONS AND TERMINOLOGY

#### 1.02.1 REFERENCED STANDARDS AND CODES

The following is a partial list of specifications and codes that may be referenced in sections of the Contract. The Contractor shall be responsible for conducting its Work and carrying out its operations and furnishing equipment in accordance with the latest edition or versions, in effect at the time of bid opening, of any applicable specified portions of the referenced standards and codes.

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AFBMA Anti-friction Bearing Manufacturing Association

AGA American Gas Association

AGC Associated General Contractors of America

AI Asphalt Institute

AIA American Institute of Architects

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

AITC American Institute of Timber Construction
AMCA Air Moving and Conditioning Association
ANLA American Nursery and Landscape Association
ANSI American National Standards Institute, Inc.

APA American Plywood Association API American Petroleum Institute

APWA American Public Works Association ARA American Railway Association

AREMA American Railway Engineering and Maintenance-of-Way Association

ASA American Standards Association
ASCE American Society of Civil Engineers
ASLA American Society of Landscape Architects
ASME American Society Mechanical Engineers
ASNT American Society for Nondestructive Testing

ASTM American Society for Testing and Material
AWPA American Wood Preservers' Association

AWS American Welding Society

AWWA American Water Works Association

CFR Code of Federal Regulations

CLI Chain Link Institute

CRAB County Road Administration Board
CRSI Concrete Reinforcing Steel Institute
CSA Canadian Standards Associations
CSI Construction Specifications Institute
DIPRA Ductile Iron Pipe Research Association

EEI Edison Electric Institute

EPA Environmental Protection Agency ETL Electrical Testing Laboratories FHWA Federal Highway Administration

FM Factory Mutual

FSS Federal Specifications and Standards, General Services Administration

HUD United State Department of Housing and Urban Development

IBC International Building Code

ICEA Insulated Cable Engineers Association

IEEE Institute of Electrical and Electronic Engineers

IES Illumination Engineering Society

IMSA International Municipal Signal Association IPC International Plumbing Code

ISA Instrumentation Society of America

JIC Joint Industry Conference Electrical Standards for Industrial Equipment

LID Local Improvement District
LPI Lightning Protection Institute
MSHA Mine Safety and Health Act

MSS Manufacturer's Standardization Society of the Valve and Fitting Industry

MUTCD Manual on Uniform Traffic Control Devices
NCMA National Concrete Manufacturer's Association

NEC National Electrical Code

NEMA National Electrical Manufacturers' Association

NEPA National Environmental Policy Act NFPA National Fire Protection Association NRMCA National Ready Mix Concrete Association

OMWBE Office of Minority and Women's Business Enterprises

OSHA Occupational Safety and Health Administration

PCA Portland Cement Association

PPI Plastic Pipe Institute

P/PCI Precast/Prestressed Concrete Institute

RCW Revised Code of Washington SAE Society of Automotive Engineers SEPA State Environmental Policy Act

SIES Specifications and Illuminating Engineering Society

SSPC Steel Structures Painting Council

UL Underwriters' Laboratory

ULID Utility Local Improvement District UMTA Urban Mass Transit Administration

WABO Washington Association of building Officials

WAC Washington Administrative Code WCLIB West Coast Lumber Inspection Bureau

WISHA Washington Industrial Safety and Health Administration

WRI Wire Reinforcement Institute

WSDL&I Washington State Department of Labor and Industries

WSDOE Washington State Department of Ecology
WSDOT Washington State Department of Transportation

WWPA Western Wood Products Association

#### 1.02.2 TERMINOLOGY

The use of pronouns of any gender in these General Conditions shall include pronouns of all genders, as applicable.

The terms "provide," "furnish" and "install" are used interchangeably in the Contract and mean that the Contractor shall provide, furnish, and install the item(s) described unless specifically noted otherwise.

The terms "Plans" and "Drawings" are used interchangeably in the Contract and shall mean the Contract Plans, which show location, character, and dimensions of prescribed Work, including layouts, profiles, cross-sections, and other details.

#### 1.02.3 ITEMS OF WORK AND UNITS OF MEASUREMENT

AC Asbestos Cement Pipe

Agg. Aggregate Al. Aluminum

ATB Asphalt Treated Base

BST Bituminous Surface Treatment

CB Catch Basin

Cfm Cubic Feet per Minute Cfs Cubic Feet per Second

Cl. Class

CMP Corrugated Metal Pipe

Comb. Combination Conc. Concrete

CPEP Corrugated Polyethylene Pipe

Crib. Cribbing
Culv. Culvert
Control C

Cy or Cu. Yd. Cubic Yard(s)
Dia. Diameter
DI Ductile Iron
DIM Dimension
EA Each

EA Each Elevation

Est. Estimate or Estimated

Excl. Excluding
F Fahrenheit
FIG Figure
Ft. Foot or Feet
GALV Galvanized

Gph Gallon(s) per Hour
Gpm Gallon(s) per Minute
HDPE High Density Polyethylene

HMA Hot Mix Asphalt

HR Hour
Hund. Hundred
In. Inch or Inches
Incl. Including
L Liter
Lb. Pound(s)

LF or Lin. Ft. Linear Foot (Feet)

LS Lump Sum M Thousand

MBM Thousand Feet Board Measure

Pres. Pressure

PSI Pounds per Square Inch
PSF Pounds per Square Foot
PVC Polyvinyl Chloride

QTY Quantity Reg. Regulator

Reinf. Reinforced, Reinforcing SF Square Foot (Feet)

Sec. Section SL Slope St. Street Stl. Steel

SST Stainless Steel
Str. Structural
Sy or Sq. Yd. Square Yard(s)
Th. Thick or Thickness

TN Ton

Tr. Treatment
TYP Typical
VC Vitrified Clay

#### 1.03 **DEFINITIONS**

#### **ACCEPTANCE**

The formal action by Owner or Owner's governing body as provided in RCW 39.08 and RCW 60.28.

#### **ADDENDUM**

A written or graphic document issued to all Bidders prior to bid opening and identified as an addendum, which clarifies, modifies or supplements the bid documents and becomes part of the Contract.

#### **ADDITIVE**

A supplemental unit of work or group of bid items, identified separately in the Proposal, which may, at the discretion of the Owner, be awarded in addition to the base bid.

#### **ALTERNATE**

One of two or more units of work or groups of bid items, identified separately in the Proposal, from which the Owner may make a choice between different methods or material of construction for performing the same work.

#### **AWARD**

The formal decision of the Owner awarding the Contract to the lowest or most favorable responsible and responsive Bidder for the Work.

#### **BID DOCUMENTS**

The component parts of the proposed Contract which may include, but not limited to, the Proposal form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

#### **BIDDER**

A natural person or legal entity (e.g., partnership, corporation, limited liability company, firm, or joint venture) submitting a proposal or bid.

#### **BUSINESS DAY**

A business day is any day from Monday through Friday, except holidays, as listed in Section 3.04.14.

#### **CLERK**

The duly elected or appointed Clerk of the Commission, Council, or Board of Directors of the Owner.

#### COMMISSION, COUNCIL, OR BOARD OF DIRECTORS

The duly elected or appointed Council, Commission, or Board of Directors of the Owner.

#### **CONTRACT**

The written agreement between the Owner and the Contractor. It describes, among other things:

- 1. What work will be done, and by when;
- 2. Who will provide labor and materials; and
- 3. How Contractor will be paid.

The Contract includes: the agreement form, Bidder's completed Proposal form, all required certificates and affidavits, Performance Bond and Public Works Payment Bond, Contract Provisions, Contract Plans, Standard Plans, and all Addenda and Change Orders executed pursuant to the provisions of the Contract.

#### **CONTRACT BOND**

The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

#### CONTRACT DOCUMENTS

See definition for "Contract."

#### CONTRACT PLANS (PLANS OR DRAWINGS)

The Contract Plans (or drawings) are those plans, drawings or other illustrations and all addenda and revisions, whether issued before or after the award of the contract to Contractor, which show location, character, and dimensions of the Work, including layouts, profiles, cross-sections and other details.

#### **CONTRACT PROVISIONS**

A publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, general conditions, supplemental general conditions, specifications, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items. The proposed contract provisions may also include, for a specific individual project, various required certifications or declarations. At the time of the contract execution date, the contract provisions include the proposed contract provisions and include any addenda, a copy of the agreement form, and a copy of the proposal form with the contract prices and extensions.

#### **CONTRACT TIME**

The period of time established by the terms and conditions of the Contract within which the work shall be complete.

#### CONTRACTOR

The natural person(s) or legal entity (e.g., partnership, corporation, limited liability company, firm, joint venture) awarded the contract to perform the Work pursuant to the Contract Documents.

#### **DATES**

**Substantial Completion Date** is the day that the Engineer determines the Owner has full and unrestricted use and benefit of the Work, from both an operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the physical completion of the total Work.

**Physical Completion Date** is the day that the Engineer determines that all of the Work required by the Contract is physically completed and the Owner has received from the Contractor all required record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

**Contract Completion Date** is the day when all the Work and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation and other items required by the Contract and required by law shall be furnished by the Contractor before establishment of this date.

**Final Acceptance Date** is the date on which the Owner accepts the work as complete.

#### FIELD REPRESENTATIVE

The Owner's representative who observes the Contractor's performance of the Work. Such observation shall not be relied upon by the Contractor or others as approval or acceptance of the Work, nor shall it in any manner relieve the Contractor from its obligations and responsibilities under the Contract.

#### NOTICE TO PROCEED

The written notice from the Owner or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

#### **OWNER**

The government entity or agency that awards the contract to the Contractor and is responsible for the execution and administration of the Contract.

#### PROJECT ENGINEER/ENGINEER

The Owner's representative who administers the construction program for the Owner.

#### PROPOSAL (or BID)

A Bidder's offer, on a properly completed Proposal form, to perform the Work required by the Contract. The terms Proposal and Bid may be used interchangeably.

#### **SPECIFICATIONS**

Written provisions describing the Work and requirements thereof.

#### STANDARD PLANS

A manual of specific plans or drawings adopted by the Owner, which show frequently recurring components of work that, have been standardized for use.

#### **SUBCONTRACTOR**

A natural person, or entity (e.g., partnership, corporation, limited liability company, firm or joint venture) to which the Contractor sublets a portion of the Work.

#### **SUBGRADE**

The top surface of the roadbed on which subbase, base, surfacing, pavement, or layers of similar materials are placed.

#### SUPPLEMENTARY GENERAL CONDITIONS

That part of the Contract amends or supplements these General Conditions.

#### TRAVELED WAY

That part of the roadway made for vehicle travel, excluding shoulders and auxiliary lanes.

#### WORK

The provision of all labor, materials, tools, equipment, supervision and other things needed to complete the project in full accordance with the Contract Documents.

#### WORKING DRAWINGS

Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, that the Contractor shall submit to the Engineer for approval.

#### **SECTION 2 - INSTRUCTIONS FOR PREPARATION OF PROPOSAL (OR BID)**

#### 2.01 BID PROCEDURES AND CONDITIONS

#### 2.01.1 QUALIFICATIONS OF BIDDERS

Where applicable and required, Bidders shall provide all requested information relating to experience, financing, equipment, and organization relating to their ability to properly perform the Work. The Owner reserves the right to take whatever action it deems necessary to ascertain the responsibility of the Bidder and the ability of the Bidder to perform the Work satisfactorily.

#### 2.01.2 CONTRACT PROVISIONS AND CONTRACT PLANS

Contract Provisions and Contract Plans are on file in the offices of the Owner and the Engineer, KPFF Lacey, Inc. After award of the Contract, five sets of Contracts will be issued without charge to the Contractor. Additional sets of Contracts may be purchased from the Owner by the Contractor.

#### 2.01.3 ESTIMATED QUANTITIES

The quantities shown in the Proposal form are estimates and are stated only for bid comparison purposes. The Owner does not warrant, expressly or by implication, that the actual quantities will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of Work satisfactorily completed in accordance with the requirements of the Contract.

#### 2.01.4 EXAMINATION OF CONTRACT AND SITE

#### 2.01.4(1) **General**

Bidders shall satisfy themselves by personal examination of Contract Provisions, Contract Plans, and site of the proposed improvements, and by any other examination and investigation which they may desire to make as to the accuracy of the estimate of quantities, the nature of the Work and the difficulties to be encountered. Bidders shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

Bidders shall be familiar and comply with all applicable federal, state, and local laws, ordinances, and regulations in any way applicable to the performance the Work. Bidders are responsible for familiarizing themselves with all current state and federal wage rates applicable to the Work and its duration before submitting a Proposal based on the Contract Provisions and Contract Plans. Any wage determination contained in the Contract is for the Bidder's general information only and is not warranted to be complete or accurate. The Owner will not consider any plea of misunderstanding or ignorance of such requirements. Bid prices shall reflect what the Bidder has determined to be the total cost of completing the Work, including but not limited to: construction methods, materials, labor, administrative costs, any and all applicable taxes, and equipment.

Except as the Contract may provide, the Bidder to which the contract is awarded shall receive no payment for any costs that exceed those set forth in the Proposal.

#### 2.01.4(2) <u>Interpretation of the Contract Provisions and Contract Plans</u>

If any Bidder desires interpretation or clarification of the Contract Provisions and Contract Plans, the Bidder shall make a written request to the Engineer for such clarification or interpretation prior to the submission of a Proposal. If the Engineer determines that the Contract Provisions and/or Contract Plans do not require interpretation or clarification, the Engineer will so notify the Bidder making the request. All interpretations and clarifications made by the Engineer will be by written addendum to all planholders of record, and a copy of the addendum will be filed in the office of the Owner. Neither the Owner nor the Engineer will be responsible for any interpretation, clarification or explanation of the Contract Provisions and Contract Plans that is not set forth in a written addendum to all planholders of record, and Bidders shall not under any circumstances rely on any other interpretation, clarification or explanation.

#### 2.01.4(3) Subsurface Information

If the Owner has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Owner will be made available for inspection by the Bidders. However, the Owner makes no representation or warranty, express or implied, that:

- a. The Bidders' interpretations from the boring logs may be correct;
- b. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made;
- c. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and
- d. Conditions below the surface of the ground are consistent throughout the site with the information made available hereunder, or that conditions to be encountered on the site are uniform or consistent with geological conditions usually encountered in the area.

The Owner makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings, regardless of any subsurface information the Owner may make available to the prospective Bidders. Bidders are solely responsible for making the necessary investigations to support and/or verify any conclusions or assumptions used in preparation of their Proposals.

Any subsurface investigations and analysis were carried out for design purposes only. Contractor may not rely upon or make any claim against Owner, Engineer, or any of their subconsultants, with respect to:

1. The completeness of such reports for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

- procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. Other conclusions, interpretations, opinions, representations, and information contained in such reports; or
- 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, conclusions, interpretations, opinions or information.

## 2.01.4(4) Availability of Specified Items

Prior to submitting a Proposal, all Bidders shall verify that all items necessary to complete the Work will be available in time to allow the Work to be completed within the Contract Time. In the event that one or more items may not be available to allow the Work to be completed within the Contract Time, the Bidder shall notify the Engineer in writing prior to submitting a Proposal. Responsibility for delays and related costs because of non-availability of items necessary to complete the Work shall be borne by the Contractor.

#### 2.01.5 PROPOSAL DEPOSIT

A deposit of at least 5 percent of the total Proposal amount shall accompany each Proposal. This deposit may be in the form of a Proposal bond (surety bond), certified check, cashier's check, or postal money order made payable to the Owner. All Proposal bonds shall be on the form included within the Contract Provisions and shall be signed by the Bidder and the surety. The surety shall: (1) be registered with the Washington State Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. The Proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Proposal Deposit will be held as a guaranty that the successful Bidder will, within 10 days from the date of notification of Award, enter into a Contract and furnish approved Performance and Public Works Payment Bonds, on forms attached, in amounts equal to 100 percent of the amount of the Contract, including state sales tax.

#### 2.01.6 PROPOSAL

- (1) Proposals shall be submitted on the Proposal form included in the Contract Provisions. All Proposals shall be completed, signed by an authorized person and dated. To be considered by the Owner as a responsive Proposal, the Bidder shall bid on all Additive or Alternate items set forth in the Proposal form, unless otherwise specified in the Contract Documents.
- (2) To be responsive, a Proposal shall state that it will remain valid for a period of 60 days following the date of Proposal opening. In the event that a conflict in this duration appears elsewhere in the Contract Provisions, the longest duration shall apply.
- (3) All prices set forth on the Proposal form shall be legible and either be written in ink or typed. In the space provided on the Proposal form, Bidders shall identify all

Addenda that have been received. The Proposal, Bid bond, and all other certificates, forms or other documents required by the Contract Provisions to be executed and delivered with the Proposal shall be submitted in a sealed package, addressed to the Owner, and plainly marked "Proposal for Heronswood Garden Water Main Extension" to be opened on the 23<sup>rd</sup> day of February, 2024." The Owner will not consider any Proposal received after the time established for opening Proposals.

- (4) Where noted in the Proposal, the Bidder to furnish information concerning its experience with work of a similar nature, equipment to be used on this project, and general background information. Information that is incomplete, evasive, or of a general nature only, may be considered as grounds for rejection of the Proposal.
- (5) RCW 39.30.060 requires Bidders on public works projects expected to cost one million dollars or more to provide the names of the structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing and electrical Subcontractors to whom the Bidder will directly subcontract those portions of the Work if awarded the contract. The Bidder may not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, in which case the Bidder shall indicate which Subcontractor will be used for which alternate. Failure of the Bidder to list the names of such Subcontractors or to name itself to perform such Work, or listing two or more Subcontractors to perform the same Work, shall render the Bidder's Proposal unresponsive and void. Under RCW 39.30.060, the required names of such Subcontractors shall be provided with the Proposal or within one hour after the published Proposal submittal time. In addition to compliance with the requirements of RCW 39.30.060, the apparent successful Bidder may be required to submit to the Engineer as soon as possible after the Proposal opening, and not later than three calendar days thereafter, a written list of all proposed Subcontractors in addition to structural steel installation, rebar installation, heating, ventilation, and air conditioning, plumbing and electrical contractors, that will perform subcontracting Work on the Project. If not previously provided, the following information shall be provided for each Subcontractor:
  - a. Name, address, email address, facsimile number, telephone number, contractor registration number and certification numbers;
  - b. The type of Work to be performed;
  - c. A list of at least three recently completed projects for Work similar to that to be performed by the proposed Subcontractor, with the following information for each project:
    - i. Name of project,

- ii. Name, address, and telephone number of the project owner; and
- d. Any additional pertinent information establishing the experience or qualifications of the proposed Subcontractor.
- (6) After opening and reading Proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to establish the amount of the Contractor's Performance and Public Works Payment Bonds.

#### 2.01.7 WITHDRAWING OR REVISING PROPOSAL

After submitting a physical Proposal to the Owner, the Bidder may withdraw, or revise it if:

- 1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Proposals; and
- 2. The Owner receives the request before the time set for receipt of Proposals; and
- 3. The revised or supplemented Proposal (if any) is received by the Owner before the time set for receipt of Proposals.

If the Bidder's request to withdraw or revise its Proposal is received before the time set for receipt of Proposals, the Owner will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised package in its entirety. If the Bidder does not submit a revised package, then its bid shall be considered withdrawn.

Late revised Proposals or late withdrawal requests will be date recorded by the Owner and returned unopened. Mailed, emailed, or faxed requests to withdraw or revise a Bid Proposal are not acceptable.

### 2.01.8 DISQUALIFICATION OF BIDDERS

- 1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Owner is not used or is altered:
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract:
  - e. A price per unit cannot be determined from the Bid Proposal;

- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
- h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable;
- i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
- 2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.
- 3. A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1 through 8 in this Section:

The Owner will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the Bidder meets Supplemental Criteria 2 through 8 shall be provided by the Bidder as stated later in this Section.

## a. <u>Criteria 1 – Federal Debarment</u>

- 1. <u>Criterion</u>: The Bidder shall not currently be debarred or suspended by the Federal government.
- 2. <u>Documentation</u>: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

## b. <u>Criteria 2 – Delinquent State Taxes</u>

- 1. <u>Criterion</u>: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 2. <u>Documentation</u>: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner)

that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Owner by the deadline listed below.

## c. Criteria 3 – Claims Against Retainage and Bonds

- 1. <u>Criterion</u>: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
- 2. <u>Documentation</u>: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder has not had claims against claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the three years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
  - Name of project
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

## d. <u>Criteria 4 – Public Bidding Crime</u>

- 1. <u>Criterion</u>: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- 2. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

# e. <u>Criteria 5 – Termination for Cause / Termination for Default</u>

1. <u>Criterion</u>: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government

- agency in the 5 years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
- 2. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

## f. Criteria 6 – Lawsuits

- 1. <u>Criterion</u>: The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
- 2. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

## g. <u>Criteria 7 – Contract Time (Liquidated Damages)</u>

- 1. <u>Criterion</u>: The Bidder shall not have had liquated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet contract time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
- 2. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had liquidated damages assessed on any projects it has completed within the 5 years prior to the bid submittal date, or shall submit a list of Projects with assessed liquated damages along with Owner contact information, and number of days assessed liquated damages.

## h. <u>Criteria 8 – Capacity and Experience</u>

- 1. <u>Criterion</u>: The Bidder shall have sufficient current capacity and the project superintendent assigned to the project shall have experience to meet the requirements of this Project. The Bidder and the project superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.
- 2. <u>Documentation</u>: The Bidder shall, if and when required as detailed below, on a form to be provided by the Owner, provide the Bidder's gross dollar amount of work currently under contract, the Bidder's gross dollar amount of contracts currently not completed, five major pieces of equipment anticipated to be on the project and whether the equipment is leased or owned, the superintendent assigned to this project and their number of years of experience, and two project references of similar size and scope during the 5-year period immediately preceding the bid submittal deadline for this project. The Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance.

As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 8 stated above, the apparent two lowest Bidders must submit to the Owner by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 8 together with supporting documentation (sufficient in the sole judgment of the Owner) demonstrating compliance with Supplemental Responsibility Criteria 2 through 8. The Owner reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Owner also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Owner may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Owner (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 2 business days of the Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Owner's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Owner no later than 5 business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Owner in the Bid Documents.

#### 2.01.9 PROPOSAL ERRORS

If a Bidder discovers an error in the Bidder's Proposal after the Proposals have been opened and tabulated and desires to withdraw the erroneous Proposal, the Bidder shall submit a notarized affidavit signed by the Bidder, accompanied by original certified worksheets used in the preparation of the Proposal, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Proposal.

The affidavit and the certified worksheets shall be received by the Engineer before 5:00 p.m. local time on the next business day following the day of the Proposal opening or the claim of error will not be considered. The Engineer will review the certified worksheets to determine the validity of the claimed error, and make its recommendation to the Owner. If the Owner and Engineer concur that the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility for the Proposal, and the Proposal Deposit will be returned to the Bidder. Thereafter, at the discretion of the Owner, all Proposals may be rejected or an Award made to the next lowest responsive, responsible Bidder.

#### 2.02 AWARD AND EXECUTION OF CONTRACT

#### 2.02.1 AWARD OF CONTRACT

A Contract will not be awarded until the Owner is satisfied that the successful Bidder is responsible, reasonably familiar with the Work to be performed and has the necessary capital, tools, personnel and equipment to satisfactorily perform the Work.

The Owner reserves the right to waive informalities in the bidding, accept a Proposal of the lowest responsive, responsible Bidder, reject any or all Proposals, republish the call for Proposals, or revise or cancel the project.

After the date and hour set for the opening of the Proposals, no Bidder may withdraw its Proposal unless the Award of the Contract is delayed for a period exceeding 60 calendar days following Proposal opening. In the event that a conflicting duration appears elsewhere in the Invitation for Proposals or Contract Provisions or advertisement, the longer period shall govern.

# 2.02.2 EXECUTION OF CONTRACT

Within 10 calendar days after notification by the Owner of the Award, the successful Bidder shall return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certificates, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions. If the Contract is signed by an officer, agent, or other authorized representative of the Contractor, the officer, agent, or other representative shall furnish satisfactory evidence of authority to sign as the legal representative of the Contractor, if required by the Owner. An authorized partner of a joint venture may sign the Contract, subject to the approval of the Owner, which may, at its discretion, require each and every member of the joint venture to sign the Contract.

Should the successful bidder fail to return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certifications, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions within 10 calendar days after notification by the Owner of the Award, the Owner reserves the right to and may elect to withdraw the award to the successful bidder and award the Contract to the next responsible, responsive bidder.

Until the Owner executes the Contract, no Proposal shall bind the Owner, and the Contractor shall not commence any Work. The Contractor shall bear all risks for any Work begun before the Contract is executed by the Owner.

#### 2.02.3 FAILURE TO EXECUTE CONTRACT

If the Contractor fails to submit the insurance certificates, bonds, and all other certificates, forms, information and documents as required by the Contract Provisions, with the executed Contract within the time required by the Contract Provisions, the Owner may then award the Contract to the next lowest responsive, responsible Bidder or reject any or all Proposals.

#### 2.02.4 RETURN OF BID DEPOSIT

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other Proposal bonds and deposits will be held until the Contract is awarded and fully executed, after which the Proposal bonds and deposits, except those subject to forfeiture, will be returned.

#### 2.02.5 NOTICE TO PROCEED

A written Notice to Proceed will be issued to the Contractor by the Owner or Engineer after the Contract has been executed by the Contractor and the Owner, and the Performance and Public Works Payment Bonds and required insurance and other certificates and documents are approved by the Owner and, when applicable, by State or Federal agencies responsible for funding any portion of the project. The Contractor shall not commence Work until the Notice to Proceed has been issued.

## **SECTION 3 - GENERAL REQUIREMENTS OF THE CONTRACT**

#### 3.01 SCOPE OF THE WORK

#### 3.01.1 INTENT OF THE CONTRACT

The intent of the Contract is to describe a functionally complete project to be constructed in accordance with the Contract. The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, supplies, and other things required expressly by, or reasonably implied from, the Contract, to complete all Work. Omissions from the Contract of details of Work which are necessary to carry out the intent of the Contract, or which are customarily performed, shall not relieve the Contractor from performing the complete Work called for by the Contract; such Work shall be performed as if fully set forth and described in the Contract. The unit or other bid prices shall be full payment for everything required to complete the Work, including but not limited to labor, supervision, materials, equipment, jobsite and home office overhead and profit.

#### 3.01.2 COORDINATION OF CONTRACT

The Contract Plans and the Contract Provisions for the Work shall be considered as a whole, and anything shown or called for in one and omitted in any other is as binding as if called for or shown on both. Figure dimensions shall, in all cases, be used in preference to scale dimensions. Any inconsistency in the Contract Documents shall be resolved by the following order of precedence (e.g., 1 presiding over 2 through 4, 2 presiding over 3 through 4, etc.):

- 1. Addenda;
- 2. The Agreement and Proposal Form;
- 3. Specifications;
- 3a. Supplementary General Conditions (including conditions supplied by federal or state agencies on projects funded, in whole or part, by such agencies. In the event of a conflict in various forms of General Conditions, those conditions affording the greatest benefit or protection to the Owner shall govern.);
- 3b. General Conditions;
- 3c. Technical Specifications;
- 4. Contract Plans.

#### 3.01.3 ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part of the Contract or of the funds to be received under the Contract unless such assignment is approved by the Owner and the Contractor's Performance and Public Works Payment Bonds surety prior to the execution or effectiveness of the assignment.

#### 3.02 CONTROL OF WORK

#### 3.02.1 AUTHORITY AND ROLE OF THE ENGINEER

- (1) The Engineer is the authorized representative of the Owner, and is employed to act as advisor and consultant to the Owner in engineering matters relating to the Contract. Among other things, the Engineer may determine the quantity of material installed or work completed, evaluate whether materials and equipment comply with the Specifications, and assist the Owner with answering questions relating to the meaning and intent of the Contract. The Owner, with the advice of the Engineer, will make the final determination relating to quality, acceptability and conformity of labor and materials to the requirements of the Contract.
- (2) The Engineer does not purport to be a safety expert, and is not engaged in that capacity under the Contract or the Engineer's contract with the Owner. The Engineer does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Engineer may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Engineer's performance of project representation and observation services shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Engineer responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.
- (3) The Engineer shall have no liability whatsoever to, or contractual relationship with, the Contractor in any way relating to the Contract. The Owner and the Contractor shall look solely to each other for the enforcement with respect to any rights, obligations, claims or liabilities arising under or in any way relating to the Contract. Neither the authority given to the Engineer herein, nor any action or service provided by the Engineer or its subconsultants with regard to the Project, shall create any duty owed by the Engineer or its subconsultants to the Contractor or a cause of action against the Engineer or its subconsultants by Contractor.
- (4) Nothing in the Contract shall, in any way, be construed to place responsibility on the Field Representative, Engineer or the Owner for the method, manner, direction or superintendency of the performance of the Work by the Contractor. Such responsibility rests solely with the Contractor.

- (5) Neither the Engineer nor any of its assistants or agents shall have any power to waive any obligation of the Contract. The Engineer's failure to reject Work that is defective or otherwise does not comply with the requirements of the Contract shall not constitute approval or acceptance of the Work or relieve the Contractor of its obligations under the Contract, notwithstanding that such Work have been estimated for payment or that payments have been made for that Work. Neither shall such failure to reject Work, nor any acceptance by the Engineer or by the Owner of any part or of the whole of the Work bar a claim by the Owner at any subsequent time for recovery of damages for the cost of removal and replacement of any portions of the Work that do not comply with the Contract.
- (6) No order, measurement, determination or certificate by the Engineer or Owner for payment of money or payment for or acceptance of the whole or of any part of the Work by the Engineer or the Owner or extension of time or possession taken by the Owner shall constitute a waiver of any portion of the Contract, nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach thereof.

#### 3.02.2 AUTHORITY OF FIELD REPRESENTATIVE

- (1) Field Representatives are assigned to the project site to keep the Engineer and Owner generally informed as to the progress of the Work and the manner in which it is being done; to keep records; and to act as liaison between the Contractor, Owner and Engineer. When observed, the Field Representative shall call the attention of the Contractor to any deviations from the Contract. However, failure of the Field Representative to call the attention of the Contractor to faulty Work or deviations from the Contract shall not constitute either a waiver of any requirement in the Contract or acceptance of said Work.
- (2) Since one of the Field Representative's primary responsibilities is to observe that the Work progresses expediently and in a workmanlike manner, he or she may offer suggestions to the Contractor, which the Contractor, at its sole discretion, may or may not choose to follow. Such suggestions are not to be considered as anything but suggestions offered to cooperate with and assist the Contractor and shall not constitute an assumption of responsibility, financial or otherwise, by the Field Representative, the Engineer or the Owner.
- (3) The presence or absence of the Field Representative on the job site will be at the sole discretion of the Owner, and the presence or absence of the Field Representative at any time will not relieve the Contractor of its responsibility to properly perform the Work as required by the Contract.
- (4) The Field Representative will have the authority, but not the obligation, to reject defective materials and equipment if observed; however, the failure of the Field Representative to reject defective materials and equipment or any other Work involving deviations from the Contract will not constitute acceptance of such Work. The Field Representative is not authorized to approve or accept any portion of the

Work or to issue instructions contrary to the Contract; all such approvals, acceptances or instructions shall be in writing and signed by the Engineer or the Owner.

(5)The Field Representative does not purport to be a safety expert, and is not engaged in that capacity under the Contract or the Engineer's contract with the Owner. The Field Representative does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Field Representative may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Field Representative, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Field Representative's performance of observation services shall not make the Field Representative responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Field Representative responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

#### 3.02.3 CONSTRUCTION OBSERVATION AND INSPECTIONS

- (1) All Work required by the Contract, including all materials and equipment to be furnished and the manufacture and preparation thereof shall, at all times, be subject to observation by the Owner's designated representatives, who may, at any time in the performance of their duties, enter upon the Work or the shops and factories where any part of the Work, materials or equipment are being prepared, fabricated or manufactured.
- (2) Observation of Work by the Owner, the Engineer, or the Field Representative shall not relieve the Contractor of its obligation to furnish satisfactory materials and workmanship. Work or materials found unsatisfactory at any time during the life of the Contract, and the applicable warranty periods, guarantees or limitation periods shall be promptly corrected or replaced immediately by the Contractor at its own expense.
- (3) Upon request by the Owner or Engineer, the Contractor shall furnish all tools, labor, equipment and materials necessary to examine any Work that may be completed or in progress, even to the extent of uncovering or taking down portions of completed or covered Work. Work shall be left exposed until examined by the Owner or Engineer, at no additional cost to the Owner. If the Owner or the Engineer determines that the uncovered Work does not comply with the requirements of the Contract, the cost of such examination and the cost of reconstruction and/or repair shall be borne by the Contractor.

(4) The Contractor shall promptly comply with all directions of the Engineer with reference to correcting any Work or replacing any materials or equipment found to be not in accordance with the Contract. In the event of a dispute, the Contractor may appeal to the Engineer's decision to the Owner in accordance with the Contract, and the Owner's decision shall be final.

#### 3.02.4 EMERGENCY CONTACT LIST

The Contractor shall submit an emergency contact list to the Engineer no later than five calendar days after the date the contract is executed. The list shall include, at a minimum, the Contractor's project manager or equivalent, project superintendent, traffic control supervisor, and erosion and sediment control lead. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Contractor and include one or more alternates. The emergency contact shall be available upon the Engineer's request at other than normal working hours. The emergency contact list shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

#### 3.02.5 ORAL AGREEMENTS

No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Owner, unless subsequently put in writing and signed by the Owner.

### 3.02.6 ELECTRONIC FILES

All Work performed shall be in conformity with the signed Contract Plans and Contract Provisions. If the Contractor requests electronic files, the Engineer may provide the files. The use of the electronic files shall be at the Contractor's sole risk. The Engineer does not warrant the completeness or accuracy of the electronic files and the Engineer assumes no liability for any errors or omissions in the digital data. The Contractor shall be responsible for reviewing and checking the electronic files to ensure that they are suitable for the Contractor's purpose.

### 3.03 LEGAL RELATIONS AND RESPONSIBILITIES

## 3.03.1 APPLICABLE LAWS AND REGULATIONS

## **3.03.1(1) General**

The Contractor shall comply with all laws, ordinances, rules and regulations of any authority having jurisdiction in any way relating to the project, including, but not limited to, regulations governing site maintenance, clean-up, air pollution control, noise control, water quality control, surface water control and runoff, tree and vegetation protection, cultural resources and oil and hazardous substance control.

#### 3.03.1(2) Utilities and Similar Facilities

The Contractor shall protect all private and public utilities from damage. Utilities include, among others: telephone lines; cable television and high-speed internet lines; gas; electric power lines; sanitary sewer; sewer; storm sewer and water lines; street lighting and traffic signal and signing systems; and railroad tracks and related equipment.

In accordance with Chapter 19.122 of the Revised Code of Washington, the Contractor shall call the One-Number Locator Service for the field location of underground utilities. If no locator service is available for the area where the project is located, the Contractor shall provide written notice to all owners of utilities known to, or suspected of, having underground facilities within or near all areas of that will be excavated.

If the Work requires removing or relocating one or more utilities, the Contract will assign the task to the Contractor or utility owner. When this task is assigned to the utility owner and that work is not complete before the Contractor begins work, the Contractor shall immediately notify the Engineer in writing.

To expedite the removal or relocation work or to make that work more efficient, the Contractor may ask utility owners to move, remove, or alter their utilities or equipment in ways other than those specified in the Contract. If so, the Contractor shall make the arrangements with the utility owner and pay all costs associated therewith.

The Contractor shall be responsible for all costs required to protect public and private utilities from damage, including the costs of removal and replacement.

### 3.03.1(3) Site Maintenance

The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the Work site when they are no longer necessary. Upon completion of the Work and before final acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish and the Work site shall be left in clean and neat condition.

# **3.03.1(4) State Taxes**

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 3-03.1(4) a through Section 3-03.1(4) c are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Owner will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 3-03.1(4) b describes this exception.

The Owner will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Owner may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to the Contract or not. Any amount so deducted will be paid into the proper State fund.

### a. State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

#### b. State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Owner, retail sales tax on the full contract price. The Owner will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

**EXCEPTION:** The Owner will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

#### c. Services

The Contractor shall not collect retail sales tax from the Owner on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

## 3.03.1(5) Equal Employment Responsibilities

The Contractor shall, at its sole cost and expense, comply with all applicable laws, policies and regulations pertaining to nondiscrimination and equal employment opportunities. The absence of specific provisions or other requirements mandated by state, municipal or federal laws, policies or regulations from these General Conditions shall not excuse the Contractor from compliance with such laws, regulations or policies.

### 3.03.1(6) Archaeological and Historical Objects

Archaeological or historical objects, such as ruins, human skeletal remains, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. The Engineer may require the Contractor to suspend Work in the vicinity of the discovery until salvage is accomplished.

If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under the Contract, the Engineer will make an adjustment in payment or the time required for the performance of the work in accordance with Section 3.04.6.

### 3.03.2 SAFETY MEASURES

All Work under the Contract shall be performed in a safe manner. The Contractor and all subcontractors shall comply with all applicable rules, regulations, and safety standards of the Washington State Department of Labor and Industries and all other federal, state, local and other governmental entities having jurisdiction over the project. The Contractor shall be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The Engineer's review of the Contractor's work plan, safety plan, construction sequences, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the job site. The Engineer does not purport to be a safety expert, and is not engaged in that capacity under the Contract. The Engineer has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.

The Contractor shall exercise all required and appropriate precautions to protect all persons and property from injury and damage.

#### 3.03.3 HAZARDOUS MATERIAL

Biological hazards and associated physical hazards may be present at the Work site. The Contractor shall take precautions and perform any necessary Work to provide and maintain a safe and healthful Work site in accordance with all applicable laws. The cost for all Work necessary to provide and maintain a safe Work site shall be included in the Contractor's Proposal, unless the Contract includes provisions to the contrary.

## 3.03.4 PAYMENT OF WAGES AND RELATED REQUIREMENTS

### 3.03.4(1) Minimum Prevailing Wage Requirements

- a The Contract is subject to the minimum prevailing wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented). On projects having federal funding, federal wage laws and rules may also apply. The Contract may list minimum hourly rates for wages for trades or occupations in the locality within the state where such labor is performed as determined by the Industrial Statistician for the Department of Labor and Industries or under the federal Davis-Bacon Act. These rates are for general reference purposes only and may not be current or complete. The Contractor, any subcontractor, or other person doing any Work under the Contract shall not pay any worker less than the applicable current minimum hourly wage rates required by applicable law. Higher wages and benefits may be paid.
- b. The Contractor, any Subcontractor, and all individuals or firms required by RCW 39.12, WAC 296-127, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12 or the DBRA. Higher wages and benefits may be paid.
- c. In accordance with WAC 296-127, the applicable prevailing wage rates that are in effect on the date when Proposals are due shall remain in effect for the duration of the Contract. By incorporating prevailing wage rates into the Contract, the Owner does not warrant or imply that the Contractor will find labor available at those rates. The Contractor shall calculate in its Proposal any amounts above the minimums that it will actually have to pay. Further, rates for wages and/or fringe benefits may change while the Contract is in force. If they do, the Contractor shall bear the cost of paying rates above those in effect at time of bid.
- d. If employing labor in a class not listed in the Contract Provisions on State funded projects, the Contractor shall request the Industrial Statistician, Department of Labor and Industries to determine the correct wage and benefits rate.

- e. If employing labor in a class not listed in the Contract Provisions on a federally funded project, the Contractor shall request the U.S. Secretary of Labor to determine the correct wage and benefits rate.
- f. The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition "Contractor" in WAC 296-127-010, complies with all the requirements of RCW 39.12.
- g. The Contractor shall be responsible for compliance with the requirements of the DBRA and RCW 39.12 by all firms (Subcontractors, lower tier subcontractors, Suppliers, Manufacturers, or Fabricators) engaged in any part of the Work necessary to complete the Contract. Therefore, should a violation of this Subsection occur by any firm that is providing Work or materials for completion of the Contract whether directly or indirectly responsible to the Contractor, the Owner will take action against the Contractor, as provided by the provisions of the Contract, to achieve compliance, including, but not limited to, withholding payment on the Contract until compliance is achieved.

# **3.03.4(2)** Posting Notice Requirements

Notice of intent to pay prevailing wages and prevailing wage rates for the project shall be posted for the benefit of workers. The Contractor shall post the following, together with anything else necessary to comply with all applicable laws and regulations:

- a. One copy of the approved "Statement of Intent to Pay Prevailing Wages" for the Contractor, each subcontractor, and any other firm (Supplier, Manufacturer, of Fabricator) that falls under the provisions of RCW 39.12 because of the definition of "Contractor" in WAC 296-127-010:
- b. One copy of the prevailing wage rates for the project;
- c. The address and telephone number of the Industrial Statistician for the Department of Labor and Industries, along with a statement that complaints and questions about wage rates may be directed there; and
- d. FHWA 1495/1495A "Wage Rate Information" poster if the project is funded with federal aid.

Notice shall be posted at a location readily visible to workers at the job site, or where no field office is established, at a local office. The Contractor shall supply a copy of the Notice to any employee upon request.

## **3.03.4(3) Apprentices**

If employing apprentices, the Contractor shall submit to the Owner written evidence showing:

- a. That each apprentice is enrolled in a program approved by the Washington State Apprenticeship and Training Council;
- b. The progression schedule for each apprentice; and
- c. The established apprentice-journeyman ratios and wage rates in the project locality upon which the Contractor shall base such ratios and rates under the contract. Any worker for whom an apprenticeship agreement has not been registered and approved by the Washington State Apprenticeship and Training Council shall be paid the prevailing hourly rate for journeymen provided in RCW 39.12.021.

## 3.03.4(4) Required Documents

On forms provided by the Industrial Statistician of Washington State Labor & Industries, the Contractor shall submit to the Owner the following for itself and for each subcontractor and firm covered under RCW 39.12 that provides work and materials for the Contract:

- a. A copy of an approved "Statement of Intent to Pay Prevailing Wages." The Owner will make no payment under the Contract until this statement has been completed and submitted to the Owner.
- b. A copy of an approved "Affidavit of Wages Paid." This affidavit certifies the Contractor has complied with all prevailing wage requirements. The Owner will not release to the Contractor any funds retained under RCW 60.28 until all of the "Affidavits of Wages Paid" have been completed and submitted to the Owner and approved by the Department of Labor and Industries.
- c. At the end of each month a statement signed by the Contractor that prevailing wages have been paid in accordance with the Contractor's Statement of Intent to Pay Prevailing Wages shall be on file with the Owner. If the Contractor fails to submit this statement, the progress payment will not be paid.
- d. The Contractor shall submit certified payrolls to the Owner for the Contractor and all Subcontractors or lower tier subcontractors on federally funded projects and, when requested by the Owner, or agents on other projects. If certified payrolls are not supplied within 10 calendar days after the end of the preceding weekly payroll period for federal-aid projects or within 10 calendar days from the date of the written request on projects with Owner funds only, any or all payments may be withheld until compliance is achieved. All certified payrolls shall be complete and explicit. Employee Work classification codes used on certified payrolls shall coincide exactly with the occupation codes listed on the minimum wage schedule in the Contract Provisions, unless the Engineer specifically approves an alternate method to identify the occupation coding used by the Contractor to compare with

the codes listed in the Contract Provisions. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown along with the correct employee classification code.

e. Final Contract Voucher Certification.

### 3.03.5 BONDS, INSURANCE AND INDEMNITY OBLIGATIONS

### **3.03.5(1) Contract Bonds**

The successful bidder shall provide an executed Performance Bond and Public Works Payment Bond for the full Contract amount (including sales tax). The Contract Bonds shall:

- 1. Be on Owner-furnished forms;
- 2. Be signed by an approved Surety (or Sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner; and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
- 3. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
- 4. Guarantee that the Surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
  - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.
- 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

The Owner may require Sureties or Surety companies on the Contract Bonds to appear and qualify themselves. Whenever the Owner deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

## 3.03.5(1.1) Two-Year Guarantee Period

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within 2 years after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Owner's written notice of a defect, and shall complete such work within the time stated in the Owner's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Owner's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for 2 years after acceptance of the corrections by Owner.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

## 3.03.5(2) Worker's Benefits

- a. The Contractor shall make all payments required for unemployment compensation under RCW Title 50 and for industrial insurance and medical aid required under RCW Title 51. If any payment required by Title 50 or Title 51 is not made when due, the Contractor shall indemnify the Owner with respect to all costs and damages, including attorneys' fees and expenses, associated with such nonpayment. The Owner may retain payments due under Title 50 or Title 51 from any money due to the Contractor and make payment to the appropriate fund.
- b. The Contractor shall include in the various items in its bid Proposal all costs for payment of unemployment compensation and for providing the required insurance coverage(s). The Contractor will not be entitled to any additional payment for: (1) failure to include such costs in the Proposal, or (2) post-Award determinations made by the U.S. Department of Labor, the Washington State Department of Labor and Industries, or any other agency or entity regarding insurance coverage requirements.

## 3.03.5(4) Public Liability & Property Damage Insurance

## 3.03.5(4.1) General Requirements

- A. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers with a current A.M. Best rating not less than A VII and licensed to do business in the state of Washington. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
- C. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Owner's insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.
- F. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

#### 3.03.5(4.2) Additional Insured

All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

• The Owner and its officers, elected officials, employees, agents, and volunteers;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by the Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 3.03.5(4.4) describes limits lower than those maintained by the Contractor.

### 3.03.5(4.3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 3.03.5(4.5)A and 3.03.5(4.5)B. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

# 3.03.5(4.4) Verification of Coverage

The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. The certificate and endorsements shall conform to the following requirements:

- 1. An ACORD certificate or a form determined by the Owner to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
- 2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 or the equivalent of each, naming the Owner and all other entities listed in 3-03.5(4.2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.
- 3. Any other amendatory endorsements to show the coverage required herein.
- 4. A notification of coverage enhancements on the Certification of Insurance shall not satisfy these requirements; actual endorsement must be submitted.

Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s). If Builders Risk Insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

## 3.03.5(4.5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions shall be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

### 3.03.5(4.5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence
\$1,000,000	Stop Gap/Employers' Liability

## 3.03.5(4.5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) shall provide the following minimum limit:

\$1,000,000 combined single limit each accident

## 3.03.5(4.5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

## 3.03.5(4.5)D Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

### 3.03.5(4.5)E Builders Risk Insurance

The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk shall be required for all structures on the project. A structure is any equipment, facility, building, bridge, retaining wall, or tank extending 4 feet or more above adjacent grade; or any facility less than 4 feet above adjacent grade, and containing more than \$50,000 worth of electrical or mechanical equipment. Poles, light standards, or antenna less than 50 feet in height and less than 2 feet in diameter shall not be considered structures. Builders Risk insurance, when required, shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance, when required, shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the applicable portions of the project, with no coinsurance provisions.

The Builders Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood, earthquake and all other perils may be accepted by the Owner upon written request by the Contractor and written acceptance by the Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Contractor.

The Builders Risk insurance shall be maintained until the Physical Completion Date.

The Contractor and the Owner waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

Liability for facilities not covered by Builders Risk shall remain the responsibility of the Contractor.

### 3.03.5(4.5)F LHWCA Insurance

If the Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

```
$1,000,000 Bodily Injury by Accident – each accident
$1,000,000 Bodily Injury by Disease – each employee
$1,000,000 Bodily Injury by Disease – policy limits
```

### 3.03.5(4.5)G Protection and Indemnity Insurance Including Jones Act

If the Contract involves marine activities, or work from a boat, vessel, or floating platform, the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and passengers, removal of wreck and liability for seepage, pollution, containment and cleanup using form SP-23 or SP 38 or a form as least as broad.

All entities listed under Section 3.03.5(4.2) of the General Conditions shall be named as additional insureds on the Contractor's Protection and Indemnity insurance policy.

Such policy must provide the following minimum limits:

```
$1,000,000 Bodily Injury by Accident – each accident or occurrence
$1,000,000 Bodily Injury by Disease – each employee
$1,000,000 Bodily Injury by Disease – policy limits
```

#### **3.03.5(4.5)H Hull and Machinery**

If the Contract involves use of a boat, vessel, or floating platform, the Contractor shall procure and maintain coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

#### **3.03.5(4.5)I Marine Pollution**

If this Contract is near or on water, the Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

```
$1,000,000 per Occurrence
```

### 3.03.5(4.5)J Pollution Liability

If this Contract includes work with lead based paint, materials containing asbestos or transportation of hazardous materials, the Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

- 1. Contractor's operations related to this project.
- 2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
- 3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 3.03.5(4.2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000 each loss and annual aggregate

## 3.03.5(4.5)K Professional Liability

If the Contract requires engineering design services, the Contractor and/or its Subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

\$1,000,000 per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

## 3.03.5(5) <u>Indemnity and Hold Harmless</u>

a. To the fullest extent permitted by law and subject to the limitations of RCW 4.24.115, the Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and expenses arising out of or resulting from the negligent performance of the Work, provided that any such claim, damage, loss or expense

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provided, however, that when any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner, or anyone for whose acts it may be liable, and (2) the Contractor, or anyone for whose acts it may be liable, it is expressly agreed that the Contractor's obligations of defense and indemnity under this section shall be effective only to the extent of the Contractor's negligence and those for whose negligence the Contractor is responsible. This obligation of indemnity shall not extend to claims, losses or expenses arising from the sole negligence of the Owner, its appointed or elected officials, agents or employees.
- b. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts, it being the expressed intent of the parties that Contractor herein specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. THIS WAIVER HAS BEEN SPECIALLY NEGOTIATED BY THE PARTIES, WHO HAVE ACKNOWLEDGED SAME BY AFFIXING THEIR SIGNATURES TO THE PROPOSAL FORM.

#### 3.03.5(6) Patent Royalties & Process Fees

The Contractor shall be responsible for all costs arising from the use of patented devices, materials, or processes used in or incorporated in the Work. The Contractor agrees to indemnify, defend, and save harmless the Owner from all claims and damages, in any way relating to the use of patented devices, materials, or processes used in or incorporated in the Work.

#### 3.03.6 METHOD OF SERVING NOTICE

All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, shall be in paper format, hand delivered or sent via mail delivery service to the Owner. Electronic formats such as emails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

#### 3.04 PROSECUTION AND PROGRESS OF THE WORK

# 3.04.1 QUALITY OF WORK

# 3.04.1(1) Workmanship

- a. The Contractor represents that it is fully experienced and possesses all the necessary capital, facilities and expertise to perform all of the Work, and hereby guarantees that all of the Work performed by it under the Contract will be of the highest quality and done in a workmanlike fashion in strict accordance with the requirements of the Contract.
- b. The Contractor shall at all times employ skilled workmen and use skilled Subcontractors in the performance of the Work. When required in writing by the Owner or the Engineer, the Contractor or its Subcontractors shall remove from the Work site any person or Subcontractor who is, in the opinion of the Owner or the Engineer, not competent, not qualified, disorderly, or otherwise unsatisfactory and shall not again employ such discharged person or Subcontractor on the Work, except with the prior written consent of the Owner. Discharge of any person or Subcontractor shall not be the basis of any claim for compensation or damages against the Owner or the Engineer.
- c. All Work performed under the Contract shall be of first quality workmanship throughout, with the Work complete and in full working order upon completion.
- d. Except when otherwise expressly specified in the Contract, the Contractor shall design, survey, layout and be responsible for all methods, materials and equipment used in performing the Work.
- e. If, at any time, the Contractor's workforce (including Subcontractors), in the opinion of the Owner and/or the Engineer, shall be inadequate for maintaining the necessary progress required to complete the Work within the Contract Time, the Contractor shall, if so required by the Owner and/or the Engineer, increase the workforce or equipment to such an extent as to give reasonable assurance of compliance with the Work schedule. The failure of the Owner and/or the Engineer to make such demand shall not relieve the Contractor of its obligation to perform the Work in accordance with the requirements of the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its activities, construction methods and the rate of progress required by the Contract.

## 3.04.1(2) Contractor's Supervisory and Site Personnel

a. The Contractor shall assign sufficient supervisory personnel to ensure the faithful prosecution of the Work and shall have adequate supervisory personnel present at the Work site who are either employees of the Contractor or duly authorized representatives designated in writing to the Owner and/or the Engineer. The Contractor shall at all times maintain at the Work site a complete copy of the

- Contract Provisions, Contract Plans, and record drawings of the Work that has been completed.
- b. The Contractor shall at all times have at least one duly authorized supervisory representative at the Work site who shall be fully authorized to make binding decisions on behalf of the Contractor with respect to the Work. If the Contractor's duly authorized supervisory representative at the Work site will be absent from the Work site for more than four hours, he/she shall designate an assistant who possesses the same authority and so inform the Owner and the Field Representative, if applicable.

# 3.04.2 MATERIALS AND EQUIPMENT

- (1) Materials and equipment furnished and installed shall be manufactured, fabricated or constructed to meet all applicable safety requirements. All material and equipment supplied by the Contractor and incorporated in the Work shall be of new manufacture, free from defects and in strict compliance with the requirements of the Contract. When required by the Owner, a certificate from the manufacturer or other responsible supplier shall be supplied attesting to this fact.
- (2) All tools and equipment used for construction operations shall be of the size and type suitable for the Work and shall be kept in safe and good working condition at all times.
- (3) The Contractor shall, whenever required during the progress of the Work and after completion of the Work, furnish proof acceptable to the Owner that all items of equipment and all materials installed equal or exceed all requirements specified in the Contract.
- (4) The Contractor shall use all means possible to protect materials and equipment from damage or degradation of any kind before, during and after installation.
- (5) The Contractor shall replace any materials or equipment damaged during the performance of the Work to the approval of the Owner and the Engineer. The cost of replacing damaged materials and equipment shall be borne by the Contractor.

### 3.04.3 SPECIFICATION OF PARTICULAR MATERIALS AND EQUIPMENT

- (1) Within the Contract, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the Owner. Unless specifically noted otherwise, it is not the intent of the Contract to exclude other processes or materials of a type and quality equal to those designated.
- (2) The term "or equal" as used in the Contract does not mean that the Contractor's substitution of material or equipment will necessarily be approved as equal by the Engineer. If the Contractor desires to substitute material or equipment on the basis that it is equal to that specified, the Contractor shall submit a written request to the

Engineer to substitute the material or equipment. The Contractor shall not use or incorporate such material or equipment into the Work until the Contractor has received written approval from the Engineer.

- (3) If the Contractor proposes substitutions, the Engineer will record all time used to evaluate each proposed substitution. If an approved substitution requires revisions to the Contract Documents, the Engineer will record all time to accomplish the revisions. Whether or not the Engineer approves a proposed substitution all direct and indirect cost to evaluate the proposed substitution shall be deducted from amounts due or to become due to the Contractor.
- (4) No additional compensation or extension of time will be allowed the Contractor for any changes required to incorporate substituted materials or equipment.

#### **3.04.4 STORAGE**

### **3.04.4(1) On-Site Storage**

The Contractor shall store all equipment and materials in a safe and suitable place in accordance with the manufacturer's recommendations. Materials and equipment shall be covered or wrapped to protect them from moisture, dust and deterioration, as required or necessary. All on-site storage areas shall be approved in advance by the Owner and the Engineer.

## 3.04.4(2) Off-Site Storage

The Contractor may be required to provide offsite storage of equipment and materials to enable construction to occur at the Work site. The Contractor has full responsibility to secure all offsite storage areas, if needed, and shall include the costs for providing such storage areas in the bid Proposal for the individual equipment and material items requiring off-site storage. All off-site storage areas shall be enclosed or fenced and be secure.

## 3.04.5 DEFECTIVE MATERIALS, EQUIPMENT AND WORKMANSHIP

(1) Materials, equipment, or workmanship which, in the opinion of the Owner or the Engineer, does not conform to the Contract or are in any other way unsatisfactory or unsuited to the purpose for which they are intended may be rejected. The Contractor shall remove from the Work site without delay, all rejected materials, equipment and work, and shall promptly replace the same in strict conformity with the requirements of the Contract. Unsatisfactory materials, equipment and workmanship may be rejected at any time, notwithstanding any previous testing, inspection or acceptance of such materials, equipment or workmanship, or inclusion thereof in any previously issued progress estimates.

- (2) If the Contractor fails to correct defective Work, equipment or materials, the Owner shall have the right to exercise any of the following options or any combination thereof:
  - a. The Owner may replace the defective Work, materials or equipment by purchase from or contract with any other parties at the expense of the Contractor, and in this event, the Owner shall be entitled without compensation to the Contractor, to the use of the defective Work or equipment for such reasonable time as is necessary to enable Owner to replace such defective Work, materials or equipment.
  - b. The Owner may elect to accept the defective Work, materials or equipment and issue a Change Order reflecting a credit against the contract price, computed under the terms of the Contract in an amount to be determined by the Engineer, which amount shall reflect the actual value to the Owner of the accepted Work.
  - c. Upon receipt of notice from the Owner of any defects in material, equipment or workmanship which appear within a two-year period following the Substantial Completion Date, or within any other warranty or guarantee period required by the Contract or provided by a manufacturer or supplier, the Contractor shall promptly and with the least possible delay and inconvenience to the Owner, repair or replace such defective workmanship, material or equipment without expense to the Owner.
  - d. The Contractor shall be responsible for the full cost of correcting defective Work and complying with warranties and guarantees as required by the Contract. Direct or indirect costs, including administrative and engineering, incurred by the Owner attributable to correcting and remedying defective or unauthorized work, or Work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Owner from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.
  - e. All warranties, guarantees, and other obligations to correct work that does not comply with the Contract are material requirements of the Contract. The performance of all warranties, guarantees and other obligations shall be secured by the Performance Bond and the Public Works Payment Bond submitted by the Contractor at the time the Contract is signed.

#### 3.04.6 CHANGES IN THE WORK

- (1) The Owner or the Engineer may, at any time, without notice to the Performance Bond or Public Works Payment Bond sureties, by written order designated or indicated to be a Change Order or Change Directive, make any change, including modifications to, additions to or deletions from the Work including, but not limited to, changes:
  - a. To the Contract Provisions and Contract Plans;
  - b. To quantities or performance of the Work;
  - c. To Owner-furnished facilities, equipment, materials, services or the Work site; or
  - d. To the schedule for the Work or the Contract Time.
- (2) A Change Order is an amendment to the Contract, which signifies changes in the scope of the Work, the Contract Time, and/or the Contract price. A Change Order shall be the complete expression of the agreement between the Owner and the Contractor. No claims or entitlement to and equitable adjustment or changes to the Contract Time and/or Contract Price will be allowed for alleged verbal or oral agreements or directives.
- (3) The Engineer will issue a written change order for any change. If the Engineer determines that the change increased or decreased the Contractor's costs or time to do any of the Work, the Engineer will make an equitable adjustment to the Contract. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 3.04.6(7) and adjust the time as the Engineer deems appropriate. Extensions of time will be evaluated in accordance with Section 3.04.15(2).

The Contractor shall proceed with the Work upon receiving:

- 1. A written change order approved by the Owner; or
- 2. An oral order from the Engineer before actually receiving the written change order.

Within 14 calendar days of delivery of the change order the Contractor shall endorse and return the change order, request an extension of time for endorsement or respond in accordance with Section 3.04.8. The Owner may unilaterally process the change order if the Contractor fails to comply with these requirements. Changes normally noted on field stakes or variation from estimated quantities, except as provided in Section 3.04.6(8), will not require a written change order. These changes shall be made at the unit prices that apply. The Contractor shall respond

immediately to changes shown on field stakes without waiting for further notice.

The Contractor shall obtain written consent of the Surety or Sureties if the Engineer requests such consent.

- (4) All Change Orders will be prepared by the Owner or Engineer and executed in triplicate with one copy to the Owner, one to the Contractor, and one retained by the Engineer.
- (5) If the Contractor encounters any circumstances during the performance of the Work that the Contractor contends creates any entitlement to a change in the Contract Time, the Contract Price, or both, the Contractor shall immediately provide written notice to the Engineer. Within 10 calendar days after providing written notice, the Contractor shall provide a written request to the Engineer for a change to the Contract Time and/or Contract Price and provide detailed information supporting the request, including cost and schedule information.
- (6) No claim by the Contractor shall be allowed if the terms of this Section 3.04.6 are not strictly followed. In the event of any non-compliance, the Contractor shall be conclusively determined to have waived any claim or entitlement to an adjustment of the Contract Time or the Contract Price.
- (7) The cost to be included in an adjustment for any changes to the Work, adjustment of the Contract Time or Contract Price and any equitable adjustment or entitlement related to the Work or the Contract shall meet the notice provisions of Section 3.04.6, and will be determined strictly by one or a combination of the following methods:
  - a. Contract unit bid prices previously agreed upon; or
  - b. If there are no unit bid prices, an agreed lump sum; or
  - c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a or b above, the cost will be determined by the actual cost of:
    - 1. Labor including working foremen. Labor rates will only include the basic wage and fringe benefits, the current rated for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums;
    - 2. Materials incorporated permanently into the Work;
    - 3. The ownership or rental cost of equipment during the time of use on the extra work. Equipment rates shall be as set forth in the then

current AGC/WSDOT Equipment Rental Agreement. These rates shall be full compensation for all costs incidental to furnishing and operating the equipment. The Contractor shall submit copies of the applicable portions of the AGC/WSDOT Equipment Rental Agreement to the Engineer; plus

## 4. Overhead and Profit as follows:

For Work performed by the Contractor, an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes.

For Subcontractor Work, the Subcontractor will be allowed an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes. The Contractor will be allowed an additional markup of 10 percent to compensate the Contractor for all administrative costs, including home office and field overhead, profit, bonding, insurance, business and occupation taxes and any other costs incurred.

In no case will the total fixed fee for the Contractor and all Subcontractors of all tiers exceed 30 percent.

(8) Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original bid quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original bid quantity, and that bid item represents 10 percent or more of the total original contract price. In that case, payment for Contract Work may be adjusted as described herein.

The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all Work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original Proposal quantity.

- a. **Increased Quantities**. Either party to the Contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original Proposal quantity, if 10 percent or more of the original contract price. The price for excessive increased quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the Engineer based upon the actual costs to perform the Work, including reasonable markup for overhead and profit. The final price will be determined by the Engineer.
- b. **Decreased Quantities**. Either party to the Contract will be entitled to an equitable adjustment if the adjusted final quantity of Work performed is less than 75 percent of the original Bid quantity, if 10 percent or more of the original contract price. The Contractor shall submit the documentation to support the equitable adjustment to the Engineer. The equitable adjustment shall be based upon and limited to three factors:
  - 1. Any increase or decrease in unit costs of labor, materials or equipment, utilized for Work actually performed, resulting solely from the reduction in quantity;
  - 2. Changes in production rates or methods of performing Work actually done to the extent that the nature of the Work actually performed differs from the nature of the Work included in the original plan; and
  - 3. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75 percent of the original Plan quantity.

The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:

- 1. The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement.
- 2. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expenses among the Contract Bid items.
- 3. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the Proposal form, Contract Provisions, and Contract Plans.

4. The total payment (including the adjustment amount and unit prices for Work performed) for any item that experiences an equitable adjustment for decreased quantity shall not exceed 75 percent of the amount originally Bid for the item.

If the adjusted final quantity of any item does not vary from the quantity shown in the Proposal by more than 25 percent, then the Contractor and the Owner agree that all Work under that item will be performed at the original Contract unit price.

When ordered by the Engineer, the Contractor shall proceed with the Work pending determination of the cost or time adjustment for the variation in quantities.

The Contractor and the Owner agree that there will be no cost adjustment for decreases if the Owner has entered the amount for the item in the Proposal form only to provide a common Proposal for Bidders.

#### 3.04.7 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (1) pre-existing subsurface or latent physical conditions at the Work site that differ materially from those indicated in the Contract Documents, or (2) pre-existing unknown physical conditions at the Work site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character required by the Contract. The Engineer shall be given an opportunity to examine such conditions in order to advise the Owner of possible modifications to the Work to mitigate such conditions. If the Engineer determines that conditions are materially different and cause a material increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, an equitable adjustment shall be made in the Contract Time and/or Contract price in accordance with other applicable provisions of the Contract relating to changes in the Work. Failure of the Contractor to give notice of such conditions at the time of discovery shall constitute a waiver of any claim for an equitable adjustment. Any such adjustments to the Contract Price shall be computed strictly limited to amounts provided under paragraph 3.04.6.

# 3.04.8 PROTEST BY THE CONTRACTOR

If the Contractor disagrees with anything in a Change Order or a written directive, or with any interpretation or determination by the Engineer, the Contractor shall:

a. Immediately submit a signed written notice of protest to the Engineer before doing the Work;

- b. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
  - 1. The date and nature of the protested order, direction, instruction, interpretation or determination;
  - 2. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration, and nature of the Work involved and a review of the Plans and Contract Provisions referenced to support the protest;
  - 3. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined; and
  - 4. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
  - 5. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved.

The Contractor shall keep detailed and complete records of extra costs and schedule impacts to Contract Time that in any way relate to a protest. The Contractor shall allow the Engineer to have access to all documents and records needed for evaluating the protest.

The Engineer will evaluate all protests that comply with this Section. If the Engineer determines that a protest is valid, the Engineer will adjust the Contract Price and/or the Contract Time by an adjustment in accordance with Section 3.04.6 and 3.04.15(2).

During the time when any protest is pending, the Contractor shall proceed promptly with the Work, as the Engineer orders in writing.

The Contractor's failure to submit a protest in strict accordance with the requirements of this Section shall constitute a waiver of any claim for an adjustment to the Contract Time, the Contract Price, or other relief.

# 3.04.9 SUBCONTRACTORS AND SUBCONTRACTS

# 3.04.9(1) Contractor Responsibility

Nothing contained in the Contract shall create any contractual or other relationship between the Owner and/or the Engineer and any Subcontractor or sub-subcontractor, and no performance undertaken by any such Subcontractor or sub-subcontractor shall, under any circumstances, relieve the Contractor of its obligations and responsibilities under the Contract.

Prior to subcontracting any Work, the Contractor shall verify that every first tier Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these responsibility criteria in every subcontract, and require every Subcontractor to:

- 1. Possess any electrical contractor license required by 19.28 RCW or elevator contractor license required by 70.87 RCW, if applicable;
- 2. Have a certificate of registration in compliance with Chapter 18.27 RCW;
- 3. Have a current State unified business identifier number;
- 4. If applicable, have:
  - a. Industrial insurance coverage for the bidder's employees working in Washington (Title 51 RCW);
  - b. An employment security department number (Title 50 RCW);
  - c. A state excise tax registration number (Title 82 RCW).
- 5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
- 6. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and
- 7. Include these responsibility criteria in every lower tier subcontract.

# 3.04.9(2) Contractor Work Performance Requirement

Work done by the Contractor's own organization shall account for at least 30 percent of the awarded Contract price.

## **3.04.9(3)** Approval of Subcontractors

The Contractor shall not subcontract Work unless the Engineer approves in writing. Each request to subcontract shall be on the form the Engineer provides. If the Engineer requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires. The Contractor shall require each subcontractor to comply with Section 3.03.4 and to furnish all certificates and statements required by the contract. Approval of a Subcontractor by the Owner shall not relieve the Contractor or Subcontractor of any obligations or responsibilities under the Contract. Any delays or other impacts caused by the failure of the Contractor to provide required information and obtain approval of any Subcontractor in a timely manner will not be considered as justification for additional compensation or an extension of the Contract Time.

# **3.04.9(4) Subcontracts**

Upon approval of Subcontractors by the Owner, the Contractor shall, if requested, provide the Owner with complete copies of all subcontracts entered into between the Contractor and any Subcontractor. Providing requested subcontracts to the Owner shall be a condition precedent to the Owner's obligation to make any progress payment to the Contractor.

# 3.04.9(5) <u>Incorporation of Contract</u>

Every subcontract entered into by the Contractor shall expressly bind each Subcontractor to all of the terms and conditions of the Contract, which the Contractor shall incorporate into each subcontract by reference.

# 3.04.9(6) Replacement of Subcontractors

Subject to the requirements of state and/or federal agencies having jurisdiction over MBE/WBE/DBE requirements applicable to the Work, should it become impossible for a Subcontractor to perform the Subcontractor's intended work, the Contractor shall submit the information required above for an alternate Subcontractor at least 10 days prior to the time that the Subcontractor is scheduled to begin work. The failure of any Subcontractor to perform its portion of the Work in a timely or workmanlike fashion is the sole responsibility of the Contractor.

#### 3.04.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Owner reserves the right to perform other work on or near the Work site using its own forces and/or other contractors. The Contractor shall take all reasonable steps to coordinate its performance of the Work with the Owner and/or such other contractors and subcontractors. If, through acts of commission or omission on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage with respect to the other work being performed by the Owner, the Contractor agrees to promptly settle with such other contractor or subcontractor by agreement or other dispute resolution process. The Contractor agrees to indemnify and hold harmless the Owner and the Engineer from all claims asserted against and liability incurred by the Owner or the Engineer resulting from disputes between the Contractor and any other contractor or any subcontractor or material supplier. The indemnification rights of the Owner and the Engineer include expenses such as, but not limited to, salaries/wages of employees and all other expenses relating to any mediation, litigation, or arbitration, including costs, consulting fees and attorneys' fees. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained by an act or omission of the Contractor or anyone for whose acts it may be liable, the Owner or the Engineer shall notify the Contractor, which shall defend, indemnify, and save harmless the Owner and the Engineer against such claim.

The coordination of the Work with other work by the Owner shall be taken into account by the Contractor as part of its site investigation obligations under Section 2.01.4, and all costs thereof shall be borne by the Contractor as part of the contract price for the Work.

#### **3.04.11 RISK OF LOSS**

The Contractor shall have all risk of loss for all Work in progress, all materials, all equipment and all other items in any way relating to the Work through theft, fire, other casualty, act of God, or any other cause until the Contract Completion Date.

## 3.04.12 MEASUREMENT AND PAYMENT

# 3.04.12(1) **General**

The Contract price for the Work, whether lump sum or unit prices, shall constitute full compensation for furnishing all facilities, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete all items of the Work in accordance with the Contract, notwithstanding that minor or incidental features of the Work may not be shown on the Contract Plans or Contract Provisions.

# **3.04.12(2)** Measurement

Measurement for all items shall be as specified in the Contract for unit price and lump sum price items.

# 3.04.12(3) **Payment**

Payment for all of the Work will be made at the lump sum or unit contract price as set forth in the Contract. Payment of the contract price shall constitute full compensation for the complete performance of all of the Work.

## 3.04.12(4) Access to Books and Records

The Contractor shall, whenever so requested, give the Owner and/or the Engineer access to all invoices, bills of lading and other documents relating to the Work. The Contractor shall, without charge, provide personnel and measures and scales with adequate capacity for measuring or weighing any materials or other items paid for on a unit price basis.

## 3.04.12(5) Progress Payment Estimates

Progress payment estimates shall be prepared by the Engineer and reviewed by the Contractor and will be submitted with the Engineer's recommendation to the Owner for its approval on the first day of the month for all Work completed through the 26<sup>th</sup> day of the preceding month, unless otherwise agreed upon by the Owner, the Engineer and the Contractor. The Engineer will prepare progress payment estimates as accurately as available information permits. The Owner will make no payment under the Contract for the Work performed until the "Statement of Intent to Pay Prevailing Wages," in accordance with RCW 39.12.040, is submitted to the Engineer, including Subcontractor wage rates. In general, each progress payment will be based upon the payment schedule and the value of Work performed during the preceding pay period. Before the final progress payment estimate is prepared, all quantities will be reviewed by the Engineer.

# 3.04.12(6) Payment for Materials on Hand

The Owner may reimburse the Contractor for 90 percent of the invoice amount of materials and equipment purchased before their incorporation into the work if properly stored on or near the Work site. Invoices for equipment and materials will be verified and approved by the Engineer. Each invoice shall be sufficiently detailed to enable the Engineer to determine actual costs. Payment for materials on hand shall not exceed the total contract cost of the contract item. Payment will not be made for granular materials, forming materials, consumables, nails, tie wire, etc. Payment will not be made for materials for any invoice that is less than \$2,000.00 or for freight bills and similar items. Payment for equipment or materials on hand shall not constitute acceptance of the equipment or materials. Equipment and materials will be rejected if found to be faulty, even if payment for it has been made.

# 3.04.12(7) Payments Withheld

The Engineer may decide not to recommend approval of all or a portion of a progress estimate, and/or the Owner may decide to withhold from a progress estimate an amount sufficient to protect the Owner from loss because of:

- a. Defective Work not remedied;
- b. Third-party claims or reasonable evidence indicating the probability that a third-party claim will be asserted;
- c. Failure of the Contractor to make timely and proper payments to Subcontractors or for labor, materials or equipment;
- d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;
- e. Damage to the Owner or another contractor;
- f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the contract price will not be adequate to cover actual or liquidated damages for the anticipated delay;
- g. Repeated failure by the Contractor to comply with the directions of the Owner or the Engineer or to carry out the Work in accordance with the Contract;
- h. Other appropriate reasons necessary to protect the Owner.

# 3.04.12(8) Payment Upon Correction of Deficiencies

When the reason or reasons for withholding payment are resolved, payment will be made for amounts previously withheld.

# **3.04.12(9) Final Payment**

After final inspection (Section 3.04.16(2)) of the Work and a determination by the Engineer that the Physical Completion Date has been achieved, the balance of the Contract price due to the Contractor will be paid based upon the final estimate by the Engineer and presentation of a Final Contract Voucher Certification signed by the Contractor. The Final Contract Voucher Certification shall be deemed to be a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of Section 3.05 and is expressly excepted from release in the Contractor's Final Contract Voucher Certification. The date the Owner signs the Final Contract Voucher Certification constitutes the Contract Completion Date in accordance with Section 3.04.16(3).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required in order to achieve the Contract Completion Date, the Owner reserves the right to establish a completion date (for the purpose of meeting the requirements of RCW 39.08 and RCW 60.28) and unilaterally accept the Work. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a completion date and unilateral final acceptance will be provided by certified letter from the Owner to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the certified letter is received by the Contractor. The date on which the Owner unilaterally signs the Final Contract Voucher Certification shall constitute the Contract Completion Date under Section 3.04.16(3). The Owner shall have the right to unilaterally establish a Contract Completion Date when either (1) the Physical Completion Date for the Work has been achieved in accordance with Section 3.04.16(2), or (2) the Owner terminates the contract in accordance with Section 3.07. Unilateral establishment of the Contract Completion Date by the Owner shall not in any way relieve the Contractor of any liability for failing to comply with the Contract or from responsibility for compliance with all federal, state, tribal, or local laws, ordinances, and regulations that affect the Work.

Payment to the Contractor of partial or final payment estimates and retained percentages shall be subject to applicable laws.

## **3.04.13 WORK HOURS**

Except in the case of emergency or unless otherwise approved by the Owner, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the Work.

Written permission from the Engineer is required, if a Contractor desires to perform Work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Owner's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Owner or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Owner's material testing lab; inspectors; and other Owner employees when in the opinion of the Engineer, such Work necessitates their presence.
- Requiring the Contractor to reimburse the Owner all the costs in excess of straight time costs for the Owner's representatives who work during such times. These costs shall be deducted from amounts due or to become due to the Contractor.
- Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

#### 3.04.14 CONTRACT TIME

The Contract Time shall begin on the first working day following the 10<sup>th</sup> calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence of the Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages as provided in the Contract.

The Contractor shall complete all of the physical Work within the number of working days that are specified as the Contract Time. Every day will be counted as a working day unless it is a non-working day or the Engineer determines the day to be an unworkable day. A non-working day is a Saturday, a Sunday, a day on which the Contract suspends work, or one of the following holidays: January 1<sup>st</sup>; the third Monday of January; the third Monday of February; Memorial Day; July 4<sup>th</sup>; Labor Day; November 11<sup>th</sup>; Thanksgiving Day; the day after Thanksgiving; and Christmas. Whenever any of these holidays falls on a Sunday, the following Monday shall be counted a non-working day. When the holiday falls on a Saturday, the preceding Friday shall be counted a non-working day.

The days between December 25<sup>th</sup> and January 1<sup>st</sup> will be classified as nonworking days, provided that the Contractor actually suspends performance of the Work.

An unworkable day is defined as a partial or whole day that the Engineer determines to be unworkable because of weather, conditions caused by the weather, or such other conditions beyond the control of the Contractor that prevent the satisfactory and timely performance of the Work, and such performance, if not hindered, would have otherwise progressed toward physical completion of the Work.

Each working day shall be charged to the Contract Time as it occurs until the Work is physically complete. If requested by the Contractor in writing, the Engineer will provide the Contractor with a weekly statement that shows the number of working days: (1) charged to the Contract Time the week before; (2) specified for the substantial and physical completion of the Contract Time; and (3) remaining to achieve the substantial and physical completion of the Contract. The statement will also show the nonworking days and any partial or whole days that the Engineer declares to be unworkable. If the Contractor disagrees with any statement issued by the Engineer, the Contractor shall submit a written protest within 10 calendar days after the date of the statement. The protest shall be sufficiently detailed to enable the Engineer to ascertain the basis for the dispute and amount of time disputed. Any statement that is not protested by the Contractor as required in this Section shall be deemed as having been accepted as correct. If the Contractor elects to work 10 hours a day 4 days a week (a 4-10 schedule), the fifth day of that week will be charged as a working day if that day would be chargeable as a working day if the Contractor had not elected to utilize a 4-10 schedule.

## 3.04.15 CONSTRUCTION SCHEDULE

# 3.04.15(1) Progress Schedule

- a. The Contractor shall submit to the Engineer four copies of a progress schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule shall be a critical path method (CPM) schedule, bar chart, or other standard schedule format unless otherwise specified in the Technical Specifications. Regardless of which format is used, the schedule shall identity the critical path. The Engineer will evaluate the schedule and return the schedule for corrections. No progress payments will be made until the required progress schedules have been submitted in a form acceptable to the Engineer.
- b. Scheduling terms and practices shall conform to the standards established in Construction Planning and Scheduling, Second Edition, published by the Associated General Contractors of America. Except for Weekly Look-Ahead Schedules, all schedules shall meet these general requirements, and provide the following information:
  - i. Show the construction start date.
  - ii. Include all activities necessary to physically complete the project.

- iii. Show the planned order of Work activities in a logical sequence.
- iv. Show the durations of Work activities in working days as defined in Section 3.04.13 and 3.04.14.
- v. Show activities in durations that are reasonable for the intended Work.
- vi. Define activity duration in sufficient detail to evaluate the progress of individual activities on a daily basis.
- vii. Show the Substantial and Physical Completion of all Work within the Contract Time.

Total float belongs to the project and shall not be for the exclusive benefit of any party. If the Engineer determines that the Progress Schedule or any necessary Schedule Update does not provide the required information, then the schedule will be returned to the Contractor for correction and resubmittal.

- c. Each week the Work is performed, the Contractor shall submit a Weekly Look-Ahead Schedule showing the Contractor's and all the Subcontractors' proposed Work activities for the next two weeks. The Weekly Look Ahead Schedule shall include the description, duration and sequence of Work, along with the planned hours of Work. This schedule may be network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the mid-point of the week preceding the scheduled Work or some other mutually agreed upon submittal time.
- d. The Engineer may request a Schedule Update when any of the following events occur:
  - i. The project has experienced a change that affects the critical path.
  - ii. The sequence of Work is changed from that in the approved schedule.
  - iii. The project is significantly delayed.
  - iv. Upon receiving an extension of Contract time.

The Contractor shall submit four copies of the Schedule Update within 15 calendar days of receiving a written request, or when an update is required by any other portion of the Contract. A "significant" delay in time is defined as 10 working days or 10 percent of the original Contract time, whichever is greater.

In addition to the other requirements in this Section, Schedule Updates shall reflect the following information:

- i. The actual duration and sequence of as-constructed Work activities, including changed Work.
- ii. Approved time extensions.
- iii. Any construction delays or other conditions that affect the progress of the Work.
- iv. Any modifications to the as-planned sequence or duration of remaining activities.
- v. The Substantial and Physical Completion of all remaining Work in the remaining Contract time.

Unresolved request for time extensions shall be reflected in the Schedule Update by assuming no time extension will be granted, and by showing the effects to follow-on activities necessary to substantially and physically complete the project within the currently authorized time for completion.

- e. The original Progress Schedule and all Schedule Updates shall not conflict with any time and order-of-work requirement in the Contract.
- f. If the Engineer deems that the original or any necessary supplemental progress schedule does not provide the information required in this section, the Owner may withhold progress payments until a schedule containing the required information has been submitted by the Contractor and accepted by the Engineer.
- g. The Contractor shall comply with other progress schedule requirements that are further defined in the Specifications.
- h. The Engineer's approval of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the Contract.

# 3.04.15(2) Extensions of the Contract Time

- a. The Contractor specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the Owner. In lieu thereof, the Contractor will be granted equitable extensions of the Contract Time for which liquidated damages will not otherwise be claimed by the Owner under the following circumstances:
  - i. A delay caused by any suit or other legal action against the Owner will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds 90 calendar days. When such period is exceeded, the Owner will, upon written request of the Contractor, either negotiate a

- termination of the Contract or grant a further extension of the Contract Time, whichever is in the best interests of the Owner.
- ii. Should any other unforeseen condition occur that is beyond the reasonable control of Contractor, requires more time for the Contractor to complete the performance of the Work by the Substantial Completion Date, the Contractor shall notify the Owner and the Engineer in writing prior to the performance of such Work, and in any event within 10 calendar days after the occurrence of the unforeseen condition. The notice shall set forth in detail the Contractor's estimate of the required time extension. The Owner will allow such equitable extension of the Contract Time that the Engineer determines to be appropriate. Failure to comply with the notice provisions required by the Contract shall be deemed a complete waiver of any entitlement to adjustment of the Contract Time.

# 3.04.15(3) Liquidated Damages

- a. The Contractor acknowledges that the Owner will suffer monetary damages in the event of an unexcused delay in the Substantial Completion Date and the Physical Completion Date of the Work. If the Contractor fails, without excuse under the Contract, to complete the Work within the Contract Time, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner the amount specified in the Proposal form, not as a penalty, but as liquidated damages for such breach of the Contract, for each day that the Contractor shall be in default after the time stipulated for the Substantial Completion Date and the Physical Completion Date of the Work.
- b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is specifically agreed to be a reasonable approximation of damages that the Owner would sustain as a result of an unexcused delay in the Substantial Completion Date and the Physical Completion Date; said amount may be retained from time to time by the Owner from current progress payments.

# 3.04.16 COMPLETION AND ACCEPTANCE OF THE WORK

# 3.04.16(1) Substantial Completion Date

a When the Contractor considers the Work to be substantially complete and ready for its intended purpose, the Contractor shall notify the Engineer in writing and include an itemized list of remaining Work to be completed. On the Substantial Completion Date, the Owner shall have full and unrestricted use and benefit of all of the facilities that comprise the Work, both from an operational and safety standpoint, with only minor incidental work, replacement of temporary substitute facilities, or correction or repair of work remaining for the physical completion of the total Work.

- b. If the Engineer determines that the Work is not substantially complete, it will so notify the Contractor in writing identifying those items of the Work that shall be completed by the Contractor in order to achieve the Substantial Completion Date.
- c. If the Engineer believes that the Work is substantially complete, the Engineer will meet with the Contractor to: (1) prepare a list of incomplete or unsatisfactory items of the Work that shall be completed or corrected; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, etc., for the facilities; and (3) describe any other issues related to approval of the substantially completed Work. Upon reaching agreement with the Contractor, the Engineer will notify the Owner that, in its opinion and based on the information supplied by the Contractor, the Work is substantially complete, listing the items of incomplete Work, defining the division of responsibilities for the facilities, and setting forth any other terms related to final completion and acceptance.
- d The Owner, who has sole authority to make the determination of the Substantial Completion Date, will review the Engineer's recommendation that the Work is substantially complete and, if it concurs, will instruct the Engineer to notify the Contractor that the Work is accepted as being substantially complete. Except for any portion(s) of Work specified for early completion or required by the Owner for early possession, substantial completion will not occur for any portion of the Work until the entire Work is ready for possession and use. The approval notice will include a list of incomplete Work items, establish the Substantial Completion Date, and describe any other terms relating to such approval. The Contractor shall acknowledge receipt of the approval notice in writing, indicating acceptance of all of its terms and provisions.
- e. The date of Substantial Completion, as determined by the Engineer and agreed to by the Owner, shall be the date for the beginning of the warranty period.
- f. Subsequent to the Substantial Completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion of incomplete punch list items.

# 3.04.16(2) Physical Completion Date

- a. The Contractor shall complete all physical Work within the Contract Time.
- b. Upon physical completion of the Work, including completion of all corrective Work described in Section 3.04.16(1) above and the submission of all required record drawings, operation and maintenance manuals, manufacturers' affidavits, software and programming, and other items required by the Contract, the Contractor shall notify the Engineer in writing that the Work is physically complete. Upon receipt of the notification, the Engineer will determine if the Work is

physically complete in accordance with the Contract. If the Engineer determines that any materials, equipment, or workmanship do not meet the requirements of the Contract, the Engineer will prepare a list of such items and submit it to the Contractor. Following the satisfactory completion of the corrective Work by the Contractor, the Engineer will notify the Owner that the Work is physically complete in accordance with the requirements of the Contract.

c. The Engineer, with the concurrence of the Owner, will give the Contractor written notice of the Physical Completion Date for all of the Work. The Physical Completion Date shall not constitute the Owner's acceptance of the Work.

# 3.04.16(3) Contract Completion Date (Acceptance of the Project)

- a When all of the Contractor's obligations under the Contract have been performed satisfactorily, the Owner will provide the Contractor with written notice of the Contract Completion Date. The following events shall occur in order for the Contractor to achieve the Contract Completion Date:
  - 1. The Contractor shall have achieved the Substantial Completion Date and the Physical Completion Date for the Work; and
  - 2. The Contractor shall furnish all documentation required by the Contract and required by law. The documents shall include, but are not limited to, the following:
    - i. Complete and legally effective releases and/or waivers of liens or bond or retainage claims in a form acceptable to the Owner. Subject to prior approval of the Owner, the Contractor may, if approved by the Owner, submit in lieu of the lien or claims releases and waivers: (1) receipts showing payment of all accounts in full; (2) an affidavit that the release and receipts cover all labor, services, materials, and equipment for which a lien or other claim could be filed and that all payrolls, material, and equipment bills and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid; and (3) the consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release waiver or receipt in a form satisfactory to the Owner, the Contractor may be permitted by the Owner to furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien or similar claim;
    - ii. Certified Payrolls (Federal Aid projects or if requested);
    - iii. Final Contract Voucher Certification.
    - iv. Affidavits of Wages Paid for the Contractor and all subcontractors must be submitted to the Owner.

b. The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

# 3.04.16(4) Use of Completed Portions of the Work

The Owner reserves the right to use and occupy any portion of the Work which has been completed sufficiently to permit partial use and occupancy, and such partial use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereof. Any claims that the Owner may have against the Contractor shall not be deemed to have been waived by such partial use and occupancy.

# 3.04.16(5) Waiver of Claims by Contractor

The Contractor's acceptance of the final payment from the Owner constitutes an irrevocable and complete waiver of any and all claims against the Owner under the Contract or otherwise arising from the Work, except for those claims that have been properly identified in writing in advance of final payment, and for which timely and sufficient prior written notice has been given, all in accordance with the Contract.

## 3.04.17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The Owner's final payment to the Contractor shall not relieve the Contractor of responsibility for faulty materials, equipment or workmanship. The Contractor shall promptly repair or replace any such defects discovered within the warranty or other applicable limitations period.

# **3.04.18 RETAINAGE**

1. Pursuant to RCW 60.28, there will be retained from monies earned by the Contractor on progress estimates a sum not to exceed 5 percent of the monies earned by the Contractor. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, which may be due from such Contractor, and (2) the claims of any other person or entity arising under the Contract or RCW 60.28.

- 2. Monies retained pursuant to RCW 60.28 shall, at the option of the Contractor, be:
  - a. Retained in a fund by the Owner;
  - b. Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained may be paid to the Contractor);
  - c. Deposited by the Owner in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Owner and are not to be allowed to be withdrawn without the Owner's written authorization. The Owner will issue a check representing the sum of the monies reserved, payable to the bank or trust company;
  - d. In choosing option (b) or (c), the Contractor agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retainage in securities.

At the time the Contract is executed the Contractor shall designate the option desired.

- 3. Release of retainage will be made within the statutory period following the last date for filing of claims pursuant to RCW Chapter 60.28, provided that the following conditions are met:
  - a. A release has been obtained from the Washington State Department of Revenue;
  - b. A "Certificate of Payment of Contributions Penalties and Interest on Public Works Contract" is received from the Washington State Employment Security Department;
  - c. The Washington State Department of Labor and Industries indicates the Contractor is current on the payment of industrial insurance and medical aid premiums;
  - d. All claims by the Owner against the Contractor have been resolved;
  - e. No claims have been filed against the retained percentage;
  - f. All required "Affidavits of Wages Paid" are on file with the Owner for the Contractor and all Subcontractors, regardless of tier;
- 4. In the event that claims are filed against the retainage, the Contractor will be paid the retained percentage less an amount sufficient to pay all such claims, together

with a sum determined by the Owner to be sufficient to pay the costs of foreclosing on claims and to attorneys' fees, all in accordance with applicable law.

## 3.05 DISPUTES AND CLAIMS

#### **3.05.1 DISPUTES**

When disputes occur, the Contractor shall pursue resolution through the Engineer. The Contractor shall follow the notice and protest procedures outlined in Section 3.04. If negotiation using the procedures outlined in Section 3.04 fails to provide satisfactory resolution, the Contractor shall pursue the more formalized method set forth in Section 3.05.2 for submitting claims.

#### 3.05.2 CLAIMS

If the Contractor contends that additional payment is due, has provided timely notices and protests as required by Section 3.04, and the Contractor has pursued and exhausted all of the means provided in that section to resolve the dispute, the Contractor may submit a claim as provided in this Section. Any claim for an increase in the Contract Price or for an extension of the Contract Time by the Contractor is waived if the written notifications and protests required in Section 3-04 have been not provided, or if the Engineer is not afforded reasonable access to the Contractor's complete records relating to the claim, as required by Section 3-04.8, or if a claim is not submitted in accordance with the requirements of this Section. The fact that the Contractor has provided proper notification, properly submitted a claim, or provided the Engineer with access to records, shall not in any way be construed as proving or substantiating the validity of the claim. If, after consideration by the Owner, the claim is found to have merit, the Owner will make an equitable adjustment to either the Contract Price, the Contract Time, or both. If the Owner finds the claim to be without merit, no adjustment will be made.

All claims submitted by the Contractor shall be in writing and in sufficient detail to enable the Engineer to ascertain the basis for and amount of the claim. All claims shall be submitted to the Engineer in the manner in Section 3.03.6. The following information shall accompany each claim submitted:

- 1. A detailed factual statement of the basis for the claim for additional compensation and/or extension of time, including all relevant dates, locations, and items of work relating to the claim.
- 2. The date on which the events occurred that give rise to the claim.
- 3. The name of each person involved in or having knowledge about the claim.
- 4. The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.
- 5. If the claim relates to a decision of the Engineer that the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's

- decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Engineer.
- 6. The identification of any documents and the substance of any oral communications that support the claim.
- 7. Copies of any identified documents, other than Owner documents and documents previously furnished to the Owner by the Contractor, that support the claim (manuals which are standard to the industry may be included by reference).
- 8. If an extension of the Contract Time is sought:
  - a. The specific days and dates for which the extension is sought;
  - b. The specific reasons why the Contractor believes a time extension should be granted;
  - c. The specific provisions of Section 3-04.15(2) under which the time extension is sought; and
  - d. An analysis of the Contractor's progress schedule, demonstrating the reasons why a time extension should be granted.
- 9. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
  - a. Labor;
  - b. Materials:
  - c. Direct equipment. The actual cost for each piece of equipment for which a claim is made, or, in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement which was in effect when the Work was performed. The amounts claimed for any piece of equipment shall not exceed the rates established by the Equipment Rental Agreement, even if the actual cost for such equipment is higher. The Owner may audit the Contractor's cost records, as provided in Section 3.06, to determine actual equipment costs. The following information shall be provided for each piece of equipment:
    - i. Detailed description (e.g., make, model, year, diesel or gas, size of bucket);
    - ii. The hours of use or standby; and
    - iii. The specific day and dates of use or standby.
  - d. Subcontractor claims (in the same level of detail as specified herein); and
  - e. Other information as requested by the Engineer or the Owner.

(name)	(title)
of	
(con	pany)
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A notarized statement containing the following language:

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred with respect to any claim. The Contractor shall permit the Engineer to have access to those records and any other records and documents as may be required by the Engineer to determine the facts or contentions involved in the claim. The Contractor shall retain all records and documents in any way relating to the Work for a period of not less than three years after the Contract Completion Date.

The Contractor shall in good faith attempt to reach a negotiated resolution of all claims with the Engineer or its designee.

The Contractor's failure to submit with the Final Contract Voucher Certification a list of all claims, together with the information and details required by this Section shall operate as a waiver of the claims by the Contractor, as provided in Section 3.04.12(9).

If the Contractor submits a claim in full compliance with all the requirements of this Section, the Owner will respond in writing to the claim as follows:

1. Within 45 calendar days from the date the claim is received by the Owner, if the claim amount is less than \$100,000;

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- 2. Within 90 calendar days from the date the claim is received by the Owner, if the claim amount is equal to or greater than \$100,000; or
- 3. If these time periods are unreasonable due to the complexity of the claim, the Contractor will be notified within 15 calendar days from the date the claim is received by the Owner of the amount of time which will be necessary for the Owner to evaluate the claim and issue a response.

Full compliance by the Contractor with the provisions of this Section is a condition precedent to the Contractor's right to seek commence a lawsuit or pursue other legal remedies.

## 3.05.3 TIMELINE AND JURISDICTION

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Owner arising from the Contract shall be brought within 180 calendar days from the date of Physical Completion (Section 3.04.16(2)) of the Contract by the Owner; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Owner headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Owner arising from the Contract are filed with the Owner or initiated in court, the Contractor shall permit the Owner to have timely access to any records deemed necessary by the Owner to assist in evaluating the claims or action.

## 3.05.4 CONTINUATION OF WORK PENDING RESOLUTION OF DISPUTES

The Contractor shall expeditiously carry on the Work, adhere to the progress schedule, and comply with all written directives of the Owner or the Engineer regardless of any dispute or claim that may exist between the Owner and the Contractor. No Work shall be delayed or postponed pending resolution of any dispute or claim. Failure or refusal of the Contractor to comply with the written directives of the Owner or the Engineer shall constitute a material breach of the Contract and immediately constitute grounds for the Owner to withhold payments to the Contractor, suspend the Work or terminate the Contract. Notice under this Section shall be in accordance with other provisions of the Contract.

#### **3.06 AUDITS**

If the Contractor requests an equitable adjustment to either the Contract price or the Contract Time, the Owner shall have the right to audit the Contractor's books, records, other documents, and accounting practices and procedures, and to inspect the Contractor's plant, equipment and facilities to examine all facts and verify all direct and indirect costs of whatever nature claimed to have been incurred or are anticipated to be incurred. The right to audit encompasses all subcontracts and is binding upon Subcontractors. All subcontracts that the Contractor enters into shall contain a clause allowing the Owner to audit all Subcontractor books, records, other documents, and accounting

practices and procedures, and to inspect the Subcontractor's plant, equipment and facilities. All audits shall be performed by auditors of the Owner during normal working hours at the Contractor's or Subcontractor's office or any other location mutually agreed upon. The Contractor shall cooperate fully with the auditor and shall make available all required information. Failure to cooperate or provide requested information shall be grounds for denial of the claim.

## 3.07 SUSPENSION OF WORK AND TERMINATION OF CONTRACT

#### 3.07.1 SUSPENSION OF WORK

- 1. The Owner or the Engineer may order suspension of all or any part of the Work if:
  - a. Unsuitable or other conditions that are beyond the reasonable control of the Contractor exist or arise that prevent satisfactory and timely performance of the Work; or
  - b. The Contractor fails to comply with written directives by the Owner or the Engineer to correct deficiencies in its performance of the Work; or
  - c. It is in the public interest.
- 2. If the Contractor believes that suspension of performance of all or any part of the Work is occasioned by any wrongful act or omission of the Owner, the Contractor shall notify the Engineer in writing within 10 calendar days following the beginning of the suspension of the Contractor's intent to seek an equitable adjustment in the Contract Time or the Contract price.
- 3. If the Contractor believes that the suspension of performance of all or part of the Work has continued for an unreasonable period of time, the Contractor shall give written notice to the Engineer of its intention to seek an equitable adjustment in the Contract Time or the Contract price. In the event that an equitable adjustment is allowed, no adjustment shall be allowed for any time lost or costs incurred more than 10 calendar days before delivery of the written notice to the Engineer.
- 4. If the Engineer determines that the suspension is for reasons set forth in Subsection a. above, an equitable adjustment will be made in the Contract Time but not the Contract price. If the Engineer determines that the suspension is for reasons set forth in Subsection b. above, no adjustment shall be made in the Contract Time or the Contract Price.

#### 3.07.2 TERMINATION FOR DEFAULT

- 1. The Owner may terminate the Contract for default, effective seven days following delivery of written notice of default to the Contractor, if the Contractor:
  - a. Refuses or fails to supply enough properly skilled laborers or conforming materials to complete the Work in a timely manner;

- b. Refuses or fails to prosecute the Work with such diligence as will ensure its physical completion by the Physical Completion Date;
- c. Performs work which deviates from the requirements of the Contract and refuses or fails to correct the non-conforming work;
- d. Fails to make prompt payment to Subcontractors and/or suppliers for labor or materials:
- e. Fails to comply with laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
- f. Otherwise fails to follow written directives of the Owner or the Engineer or is in default of a material provision of the Contract.
- 2. If the Contractor abandons the Work for any cause other than failure of the Owner to make monthly progress payments for Work properly performed, or if the Contractor refuses to comply with requirements of the Contract, the Owner has the additional right to notify the Contractor's performance bond surety and require the surety to complete the Work in accordance with the Contract.

#### 3.07.3 TERMINATION FOR CONVENIENCE OF THE OWNER

The Owner may by written notice terminate the Contract at any time in whole or in part, without cause, and except where termination is due to the Contractor's default, the Owner shall pay the Contractor that portion of the Contract price corresponding to the acceptable Work completed to the Owner's satisfaction, together with reasonable costs, as determined in the sole discretion of the Owner, necessarily incurred by the Contractor in terminating the remaining portion of Work, less any payments made before termination. In no event shall the Owner be required to pay the Contractor any amount in excess of the completed portion Contract price. The Owner shall not be required to pay the Contractor any amount for consequential damages including but not by means of limitation lost or anticipated profits on Work that is not performed as a result of termination.

#### 3.07.4 RESPONSIBILITY OF THE CONTRACTOR AND SURETY

Termination of the Contract shall not relieve the Contractor of any responsibilities under the Contract for Work performed. Nor shall termination of the Contract relieve the sureties of their obligations under the bonds required or permitted by the Contract or applicable law.

# PART 4 TECHNICAL SPECIFICATIONS

# SECTION 01 10 00 - SUMMARY

#### **PART 1 GENERAL**

#### 1.01 PROJECT

- A. Project Name: PGST Heronswood Watermain Extension
- B. Owner's Name: Port Gamble S'Klallam Tribe
- C. Utility Purveyor: Kitsap Public Utility District
- D. Project Manager: Mike Rorem
- E. The Project consists of the installation of a new water main that extends from the Heronswood Garden and connects to the existing water main at NE 288th Street and Hansville Road NE in Kitsap County, Washington.

#### 1.02 SECTION INCLUDES

- A. Contract Description
- B. Descriptions of Work
- C. Permits, Fees, and Bonds
- D. Copies of Contract Documents Provided by the Owner
- E. Owner Occupancy
- F. Contractors Use of Site and Premises
- G. Work Sequence

#### 1.03 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.

#### 1.04 CONTRACT DESCRIPTION

- A. This section provides a general overview of the work of the project, and its inter-relationship to other projects and work previously completed, ongoing, or planned at, or near, the designated construction sites.
- B. This project is for the Port Gamble S'Klallam Tribe Heronswood Garden Watermain Extension and includes all materials, labor, transportation, equipment, and services required for the completion of the project as detailed and described in the project drawings and specifications.
- C. These improvements occur on property managed by the Port Gamble S'Klallam Tribe around the Heronswood Garden in Kitsap County, Washington.
- D. The work required for the Base Bid is generally described as trenching, traffic control, installation of 8" and 10" watermains, and surface restoration meeting the requirements shown in the drawings and specifications.
- E. The drawings and/or specifications may not name every incidental item or work element required, but which shall be provided at no additional cost if necessary to meet the operational requirements.
- F. In preparing this bid proposal and in executing the work, the Contractor shall apply all of his technical training and knowledge, as well as his expertise in completing of this type of work, in interpreting the design documents and in his review of the project site and shall include in the bid proposal and the project all of the incidental products and work as may be necessary to provide a fully completed and operational integrated system.

## 1.05 OWNER OCCUPANCY

- Owner intends to continue to occupy adjacent portions of the site during the entire construction period.
- B. Owner anticipates proper function of site at Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

# 1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. General: The Contractor shall have limited use of project site for construction operations as indicated on drawings by the contract limits, and as indicated by requirements of this section. Portions of the site beyond areas in which work is indicated are not to be entered or disturbed.
- B. Use of the Site: Conform to site rules and regulations affecting the work while engaged in project construction.

  Temporary use of other areas than indicated on the drawings and areas noted as limited Contractor access areas shall be only permitted if approved in advance by the Owner:
  - Keep existing roadways, walkways, corridors, and entrances serving the premises clear and available to the Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for storage of materials
  - Do not unreasonably encumber the site with materials or equipment. Maintain security of all materials, tools and equipment. Confine stockpiling of materials and location of storage of same to areas agreed to by the Owner.
  - 3. Coordination with the Owner's project manager to assign parking for the project and all associated parking costs is the responsibility of the Contractor. Owner is not responsible to provide parking for the contractor.
- C. Owner's representative shall be: Mike Rorem
- D. Archeological Resources: During the execution of all site work, the Contractor and all subcontractors shall comply with all regulations regarding the discovery of archeological resources. If suspected materials/remains are encountered, stop work immediately and notify the A/E consultant for direction.
  - 1. See Section 3.03.1(6) of the General Conditions

#### 1.07 CONFLICTS OR OMISSIONS IN DRAWINGS AND SPECIFICATIONS

- A. Bring immediately to Engineers' attention through a written Request for Information (RFI) any conflicts and/or omissions between the Drawings and Specifications, and between the Drawings or specifications and the actual site conditions. The Engineer will determine order of precedence and will make the initial response. If the Contractor does not agree with the response the Engineer will make recommendations to the Owner who will issue the final decision.
- B. Where conflicts and omissions are obvious or should have been identifiable at the time of bidding, and they have not been brought to Engineer's attention in advance of bid submission, it is understood and agreed that the Contractor has included all work required for complete operational facility improvements, and he has figured the most costly method or methods of provision work.

#### 1.08 INSPECTIONS

- A. The Contractor shall coordinate with the Owner and the Engineer for required testing and inspections.
  - 1. Testing and inspections shall be in conformance with all applicable standards.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

## **END OF SECTION 01 10 00 – SUMMARY**

# **SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES**

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.

#### 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 32 16 Construction Progress Schedule: For linking Schedule of Values with Construction Progress Schedule.
- C. Section 01 78 00 Closeout Submittals and Procedures: Project record documents.

# 1.03 SCHEDULE OF VALUES

- A. Handwritten forms will not be accepted.
- B. Refer to Section 3.04 of the General Conditions
- C. Format: Schedule of Values shall breakdown the total Contract Sum into each category of work utilizing, at a minimum, the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section.
  - 1. Procedures:
    - a. Sum of all entries shall equal the Contract Sum.
    - b. Round figures to nearest dollar amount.
  - 2. The following required values shall be included as separate line items.
    - a. Site Mobilization.
    - b. Bonds and Insurance.
    - c. Major cost items, which are not directly a cost of actual work-in-place, such as distinct temporary facilities, construction barriers, dust control measures, etc.
    - d. Completion of work noted on Punch List
    - e. Site Restoration
    - f. Construction closeout. Total shall not be less than 5% of Contract Sum. Closeout shall include individual line items for:
      - 1. Demobilization
      - 2. Record Drawings
      - 3. Operation and Maintenance Manuals
      - 4. Warranties and Bonds
      - 5. Any other specified project closeout activities.

#### 1.04 CONTRACTOR OVERHEAD RATE

A. Refer to Section 3.04.6(7)c.4 of the General Conditions.

## 1.05 APPLICATIONS FOR PAYMENTS

- A. Payment Period: Submit at Monthly Intervals.
- B. Prior to the first Application for Payment, submit approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors and/or for all subcontractors listed on submitted pay application.
  - 1. Refer to Section 3.03.4 of the General Conditions

C.

## 1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare application for final payment as specified in Section 3.04.12(9) of the General Conditions.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout Procedures specified in Section 01 78 00.
  - 2. Receipt of all Closeout Submittals specified in Section 01 78 00.

# 1.07 RETAINAGE RELEASE

A. Retainage shall be as follows in Section 3.04.18 of the General Conditions.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

**END OF SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES** 

# **SECTION 01 20 50 - CONTRACT MODIFICATION PROCEDURES**

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Documentation and procedures for changes in Contract Sum and Contract Time
- B. Documentation and procedures for changes in Contract Time due to Schedule Delay.
- C. Change procedures.

#### 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 2000 Price and Payment Procedures: Obtaining payment on approved changes to Contract Sum.
- C. Section 01 3000 Administrative Requirements: Submittal procedures for requesting modifications for Contract Sum or Contract Time.
- D. Section 01 3216 Construction Progress Schedule. Updating required as part of any changes to Contract Time.

## 1.03 CHANGE PROCEDURES FOR CONTRACT SUM OR CONTRACT TIME

A. All changes in the work, whether for the contract sum or contract time, shall proceed in accordance with Section 3.04.6 of the General Conditions.

**PART 2 PRODUCTS - NOT USED** 

**PART 3 EXECUTION - NOT USED** 

**END OF SECTION 01 20 50 - CONTRACT MODIFICATION PROCEDURES** 

# **SECTION 01 25 00 - SUBSTITUTION PROCEDURES**

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

#### 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 20 50 Contract Modification Procedures: Changes to the Contract Provisions, Plans, and or work quantities or performance.
- C. Section 01 30 00 Administrative Requirements: Submittal procedures, coordination.
- D. Section 01 60 00 Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

#### 1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
    - b. Regulatory changes.
    - c. Compatibility relating to Proprietary vs Sole Source
  - Substitutions to improve project performance: Proposed due to possibility of offering substantial advantage to the Project.
    - a. Substitution requests offering advantages solely to the Contractor will not be considered.

#### **PART 2 PRODUCTS - NOT USED**

#### PART 3 EXECUTION

#### 3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Has informed the Prime Contractor of any/all changes or impacts to other trades and construction, and all potential costs impacts have been fully addressed without cost impact to the Owner.
  - 6. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 7. Agrees to reimburse Owner for review or redesign services associated with re-approval, through a deductive COP and then an amendment to the A/E.
- B. A Substitution Request for specified installer, constitutes a representation that the submitter:
  - 1. Has acted in good faith to obtain services of specified installer.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

- 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Forms indicated are adequate for this purpose and must be used.
  - 2. All requests for substitution shall be accompanied by the fully completed Substitution Request Form. Failure to fully complete or sign the form will result in rejection of substitution without review.
- E. Limit each request to a single proposed substitution item.
  - Submit samples where aesthetics or materials are different than those specified.

#### 3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. All substitution procedures during procurement shall proceed in accordance with Section 3.04.3 (2-4) of the General Conditions

## 3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
  - Submit substitution requests by completing the Substitution Request Form. See form for additional information and instructions. Use only this form; other forms of submission are unacceptable and will be rejected without review.
- B. Submit request for Substitution for Cause within 10 days of discovery of need for substitution, but not later than 10 days prior to time required for review and approval by A/E, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 10 days prior to time required for review and approval by A/E, in order to stay on approved project schedule.
  - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  - Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  - 3. Bear the costs engendered by proposed substitution of:
    - a. Owner's compensation to the A/E for any required redesign, time spent processing and evaluating the request.
    - b. Other construction by Owner.
    - c. Other unanticipated project considerations.
- D. Substitutions will not be considered under one or more of the following circumstances:
  - When they are indicated or implied on shop drawing or product data submittals, without having received prior approval. Substitution request does not replace approval of shop drawings.
  - 2. Without a separate written request.
  - 3. When acceptance will require revisions to Contract Documents.

## 3.04 RESOLUTION

- A. A/E may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. A/E will notify Contractor in writing of decision to accept or reject request.
  - 1. A/E's decision following review of proposed substitution will be noted on the submitted form.
  - 2. Review with Owner and PM before approving.

## 3.05 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

# 3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 Closeout Submittals and Procedures, for closeout submittals.
  - 1. Include completed Substitution Request Forms as part of the Project record.

# **END OF SECTION 01 25 00 - SUBSTITUTION PROCEDURES**

# **SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS**

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Submittals for review, information, and project closeout.
- F. Requests for Information (RFI) procedures.
- G. Submittal procedures.

#### 1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 Execution Requirements and Section 01 7800 Closeout Submittals and Procedures for coordination of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to A/E:
  - 1. Contract Initiation Submittals
    - a. Submit within 14 days after issuance of Notice to Proceed
      - 1) Preliminary Progress
      - 2) Submittals Schedule
    - Submit within 30 days after issuance of Notice to Proceed and before submittal of first Application for Payment.
      - 1) Schedule of Values
      - 2) Complete list of projects Subcontractors and Suppliers
      - 3) Site Specific Safety Plan, prior to work on site
  - 2. Requests for Information (RFI).
  - 3. Substitution Requests.
  - 4. Shop drawings, product data, and samples.
  - 5. Test and inspection reports.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Notice of Substantial Completion
  - 10. Closeout submittals.

## **PART 2 PRODUCTS - NOT USED**

#### PART 3 EXECUTION

# 3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice to Proceed.
- B. Attendance Required:
  - 1. Owner.
  - 2. A/E.
  - 3. Contractor.
  - 4. Major Subcontractors and others when required by the Owner.
  - 5. Testing and Inspection agents as determined by the Owner.
- C. Agenda:
  - 1. Provided by Engineer.
  - 2. Submission of list of subcontractors, schedule of values, and progress schedule.
  - 3. Designation of personnel representing the parties to Contract and A/E.

- 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- 5. Scheduling.
- 6. Coordination of mobilization and on-site work.

#### 3.02 PROGRESS MEETINGS

- A. A/E will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  - 1. Contractor.
  - Owner.
  - 3. A/E.
  - 4. Additional Contractor's Personnel (Quality Assurance Manager, Safety, etc.) when requested by the Owner.
  - 5. Major subcontractors as appropriate.

## 3.03 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
  - An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability
    to determine from them the exact material, process, or system to be installed; or when the elements of
    construction are required to occupy the same space (interference); or when an item of work is described
    differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit an RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare in a format and with content acceptable to A/E.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Acceptable Uses for RFIs:
    - a. Proposals to construction to achieve results of higher quality.
  - 3. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section 01 25 00 Substitution Procedures)
    - c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 4. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 5. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the A/E, and any of its consultants, due to processing of such RFIs.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number.
  - 2. Owner's, A/E's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.

- 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. Review Time: A/E will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
  - When results are urgent, Contractor to contact A/E directly and establish necessary time frame prior to submittal of RFI.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect to A/E.
  - If, in the opinion of the A/E, the response will impact contract sum or time, A/E will prepare Change Order request documents.
  - 2. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 3. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 4. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 5. Notify A/E within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

## 3.04 SUBMITTAL SCHEDULE

- A. A/E will provide a preliminary list of anticipated submittals to contractor for preparation of schedule.
- B. Submit to A/E for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  - 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

# 3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to A/E for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 Closeout Submittals and Procedures.

# 3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Certificates.
  - 2. Test reports.
  - 3. Inspection reports.
  - 4. Manufacturer's instructions.
  - 5. Manufacturer's field reports.
  - 6. Other types indicated.
- B. Submit for A/E's knowledge as contract administrator or for Owner.

# 3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Contractor's written Notice of Substantial Completion
- B. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 Closeout Submittals and Procedures:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - Warranties.
  - 4. Bonds.
  - 5. Copies of signed-off permits (if applicable).
  - 6. Other types as indicated.
- C. Submit for Owner's benefit during and after project completion.

#### 3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
  - 1. Provide a single submittal package, with transmittal, for each specification section. Include all require submittal elements.
    - a. If for any reason, a full and complete submittal can't be provided, clearly indicate the reason on the submittal transmittal, the items excluded and explanation why. The A/E reserves the right to reject any partial submittals without review if explanation is considered to be frivolous.
  - Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  - 3. Transmit using approved form.
    - a. Use Contractor's form, subject to prior approval by A/E.
  - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  - 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties and is of the benefit to the project.
    - a. Deliver submittals to A/E at business address.
    - b. Send submittals in electronic format via email to A/E.
  - 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving A/E's consultants, Owner, or another affected party, allow an additional 7 days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to A/E's approval, allow an additional 30 days.
  - 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  - 10. Provide space for Contractor and A/E review stamps.
  - 11. When revised for resubmission, identify all changes made since previous submission.
  - 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.

- 13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work and have received prior approval for their use.
- 14. Submittals not requested will be recognized and will be returned "Not Reviewed".

#### B. Product Data Procedures:

- 1. Submit only information required by individual specification sections.
- 2. Collect required information into a single submittal.
- 3. Submit concurrently with related shop drawing submittal.
- 4. Submit (Material) Safety Data Sheets for materials or products.

# C. Shop Drawing Procedures:

- Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
- 2. Do not reproduce Contract Documents to create shop drawings.
- 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

# D. Samples Procedures:

- 1. Transmit related items together as single package. If approved by the A/E, maintenance and operation information may be deleted until preparation of M and O manuals.
- 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval.

#### 3.09 SUBMITTAL REVIEW

- A. A/E's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- B. Submittals for Review: A/E will review each submittal, and approve, or take other appropriate action.
  - 1. A/E's and consultants' actions on items submitted for review:
    - a. Authorizing purchasing, fabrication, delivery, and installation:
      - 1) "Approved".
      - 2) "Approved as Noted, Resubmission not required".
        - a) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
      - 3) "Approved as Noted, Resubmit for Record".
        - a) Resubmit corrected item, with review notations acknowledged and incorporated.
    - b. Not Authorizing fabrication, delivery, and installation:
      - 1) "Revise and Resubmit".
        - a) Resubmit revised item, with review notations acknowledged and incorporated.
        - b) Non-responsive resubmittals may be rejected.
      - "Rejected".
        - a) Submit item complying with requirements of Contract Documents.
- C. Submittals for Information: A/E will acknowledge receipt and review. See below for actions to be taken.
  - 1. A/E's and consultants' actions on items submitted for information:
    - a. Items for which no action was taken:
      - 1) "Received" to notify the Contractor that the submittal has been received for record only.
    - b. Items for which action was taken:
      - 1) "Reviewed" no further action is required from Contractor.

# **END OF SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS**

# SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Preliminary progress schedule, to be submitted at time of contract.
- B. Construction progress schedule. The project size and type will determine schedule form, from Critical Path to a bar chart type with approval of Owner and AE.
- C. Construction progress schedule, with network analysis diagrams and reports. Schedule to reflect sequencing of work and Owner may request a 3 week look ahead and a recovery schedule if changes have been executed.

# 1.02 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 30 00 Administrative Requirements

#### 1.03 SUBMITTALS

- A. Within 7 days after date establish in Notice to Proceed, submit complete Progress Schedule to A/E review and comment.
  - 1. If revisions are requested by the A/E, submit the revised Project Schedule within 7 days after receipt of requested revisions.
- B. Submit updated schedule with each Application for Payment.

#### 1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: 22 x 34 inches.
- C. Scale and Spacing: Must be legible when reduced and printed half-size 11 x 17 inches.

# **PART 2 PRODUCTS - NOT USED**

## PART 3 EXECUTION

# 3.01 CONTENT

- A. Show complete sequence of construction by activity, milestones and with dates for beginning and completion of each element of construction. Note long lead items.
  - Construction Progress shall be developed using any Work Sequence stages if identified in specification section 01 10 00.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include critical conferences and meetings in schedule, i.e., pre-construction and pre-installation meetings.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from A/E. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products. [Optional]
- I. Coordinate content with schedule of values specified in Section 01 20 00 Price and Payment Procedures.
- J. Provide legend for symbols and abbreviations used.

# 3.02 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first workday of each week.

# 3.03 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with A/E at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

# 3.04 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

## 3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, A/E, Owner.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

# **END OF SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE**

# **SECTION 01 40 00 - QUALITY REQUIREMENTS**

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- Quality assurance.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

#### 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 42 16 Definitions.

# 1.03 QUALITY ASSURANCE

- A. Quality Assurance Organization: The umbrella for the Contractor's quality assurance and quality control activities is the Quality Assurance Organization. This organization consists of the Quality Assurance Manager, supported by additional staff as necessary to perform the activities described in this Section.
- B. Basic Quality Assurance Qualifications: Wherever the Specifications refer to installers, manufacturers, fabricators, specialists, or factory-authorized service representatives, provide entities with the following qualifications:
  - 1. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
  - 2. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
  - Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project
    and with a record of successful in-service performance, as well as sufficient production capacity to produce
    required units.
  - Specialists: Certain sections of the Specifications require that specific construction activities be performed by recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
    - Requirements for specialists shall not supersede building codes and regulations governing the Work.
  - Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products similar in material, design, and extent to those indicated for this Project.

#### 1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from A/E before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of A/E shall be altered from Contract Documents by mention or inference otherwise in any reference document.

#### 1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. As indicated in individual specification sections, Owner shall employ and pay for services of an independent testing agency to perform specified testing.
  - 1. Contractor shall coordinate performance of all testing and inspections unless otherwise indicated.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

## **PART 2 PRODUCTS - NOT USED**

## PART 3 EXECUTION

#### 3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from A/E before proceeding.
- D. Comply with specified standards for quality of the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

#### 3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from A/E before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Responsibilities (Contractor provided and Owner provided):
  - 1. Provide qualified personnel at site. Cooperate with A/E and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify A/E and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by A/E.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.

# D. Contractor Responsibilities:

- 1. Provide access to Testing Agency to the designated location to obtain adequate samples of materials that require testing as required by the contract documents.
- 2. Cooperate with Testing Agency personnel and provide access to the Work.
- 3. Provide incidental labor and facilities:
  - a. To provide access to Work to be tested/inspected.

- 3 of 3
- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
- To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Notify A/E and Testing Agency [48] hours prior to expected time for operations requiring testing/inspection services unless prior arrangements are made and agreed to.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by A/E.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.
- G. Costs for testing visits not provided by the Testing Agency due to failure of the Contractor to schedule properly shall be paid by Contractor.

#### 3.04 MANUFACTURERS' FIELD SERVICES

- A. When required in individual specifications sections, or by product manufacturer as part of warranty, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
  - 1. Submit report to Contractor and A/E.

#### 3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of the A/E the Work is not complying with specified requirements, the A/E will issue a Notice of Nonconformance.
  - 1. Contractor shall be responsible for providing a response to Notice of Nonconformance withing seven days of its issue indicating corrective measures to be undertaken.
  - 2. If, in the opinion of the A/E, it is not practical to remove and replace the work, A/E will direct an appropriate remedy or adjust payment.
  - 3. Contractor shall maintain a Nonconformance log of all deficiencies, tracking them from identification to acceptable resolution.

# **END OF SECTION 01 40 00 - QUALITY REQUIREMENTS**

# **SECTION 01 41 00 - REGULATORY REQUIREMENTS**

# **PART 1 GENERAL**

## 1.01 PERMITS, CODES AND REGULATIONS

A. All work shall conform to current applicable codes, regulations and standards, which shall be regarded as the minimum standard of quality for material and workmanship. The Contractor shall provide all labor, materials and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. The Contractor shall be familiar with all applicable codes and standards prior to bidding.

# 1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the Drawings and specifications shall be construed as permitting work not conforming to codes, permits or regulations. The Contractor shall promptly submit written notice to the Engineer of any observed variations or discrepancies between the Contract documents and governing codes and regulations.
- B. Appropriate modifications to the Contract documents will be made by Contract Change Order to incorporate changes to the work resulting from changes to code and/or regulatory requirements. The Contractor assumes responsibility for all work contrary to such requirements if work proceeds without notice.
- C. The Contractor shall not be relieved from complying with any requirements of these Contract documents which may exceed, but not conflict with requirements of governing codes.

# 1.03 STANDARD SPECIFICATIONS

- A. The Contractor shall be responsible for coordination of the work with all appropriate governing/regulating authorities and/or agencies. Project construction shall meet all applicable code requirements set forward by the Washington State Department of Health.
- B. The Contractor shall provide advance notification to all proper officials of the Project schedule and any schedule revisions necessary throughout the Project duration, in order to allow proper scheduling of inspection visits by said authorities at proper stages of work completion.
- C. Regulation coordination shall be aside from any and all inspections conducted by the Engineer. The Contractor shall notify the Engineer of any/all scheduled inspections involving outside regulating officials, so as to allow the Engineer to be present for these inspections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION 01 41 00 - REGULATORY REQUIREMENTS** 

# **SECTION 01 42 16 - DEFINITIONS**

# **PART 1 GENERAL**

# 1.01SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

#### 1.02 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including the General and Supplemental Conditions and other Division 01 specification sections, apply to this section.

# 1.03 DEFINITIONS

- A. Authorities Having Jurisdiction (AHJ): Any public agency or review body having authority to approve, inspect, and review the Work on behalf of the Public. (i.e., Code Officials, Fire Department, Health Department, etc.)
- B. Carbon Fiber Composite (CFC): Material compound consisting of carbon, hydrogen, chlorine, and fluorine. Often used in the manufacture of aerosol sprays, blowing agents for foams and packing materials, as solvents, and as refrigerants.
- C. Contract: The construction agreement between the Owner and the Contractor.
- D. Furnish: To supply, deliver, unload, and inspect for damage.
- E. Hydrochlorofluorocarbon (HCFC): Material compound consisting of carbon, hydrogen, chlorine, and fluorine. Often used in the manufacture of aerosol sprays, blowing agents for foams and packing materials, as solvents, and as refrigerants.
- F. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- G. PM \ Project Manager: The Project Manager assigned is responsible for managing and oversight of the contract on behalf of the Owner.
- H. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- J. Provide: To furnish and install.
- K. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED** 

**PART 3 EXECUTION - NOT USED** 

**END OF SECTION 01 42 16 - DEFINITIONS** 

# SECTION 01 55 27 – TEMPORARY TRAFFIC CONTROLS

## **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

- A. Work includes installation of temporary traffic signs and controls during construction.
  - 1. All necessary protections shall be implemented to prevent damage to existing property and facilities.
  - 2. All work shall conform to current applicable codes, regulations and standards, which shall be regarded as the minimum standard of quality for material and workmanship. The Contractor shall provide all labor, materials and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or Specifications. The contractor shall be familiar with all applicable codes and standards prior to bidding.
  - 3. Damage to existing property improvements caused by the Contractor's operation shall be repaired at no cost to the Owner.

# 1.02 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- C. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

# 1.03 SUBMITTALS

- A. Make submittals in accordance with Section 01 33 00 Submittal Procedures.
- Traffic Control Plans in accordance with Section 1-10.2(2) Traffic Control Plans of the WSDOT Standard and Specifications.
  - 1. All temporary traffic controls shall be in conformance with the Established Standards provided in Section 1-10.2(3) of the WSDOT Standard and Specifications.
  - 2. The Contractor shall provide a traffic control plan approved by the Port Gamble S'Klallam Tribe.
  - 3. All costs for traffic control and warning/safety provisions shall be included in Contractor's Base Bid Price.

# PART 2 PRODUCTS (NOT USED)

## **PART 3 EXECUTION**

#### 3.01 INSTALLATION

- A. Use qualified personnel for installation of temporary work. Locate temporary installations where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify as required.
- B. Provide each temporary installation ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until they are no longer needed or are replaced by authorized use of completed permanent installations.

## 3.02 MAINTENANCE OF TRAFFIC/TRAFFIC CONTROL

- A. Traffic Maintenance and Control. Whenever the Contractor's operations affect public vehicular or pedestrian traffic including accessible routes for people with disabilities, the Contractor shall be responsible for the installation and maintenance of any and all traffic and pedestrian control devices including flaggers, signage, temporary barriers and other measures deemed necessary by the authority having jurisdiction,
- B. Strict attention should be paid to maintaining fire lanes, roadways, walkways, accessible routes of travel including entrances and loading areas with a minimum interruption, with appropriate safety measures, and as required by Owner, Department of Labor and Industry, Police Department, and Fire Department. Obtain written approval to restrict

any public or private street, sidewalk, closures, detours, complete street closures, shoulder work, and pedestrian rerouting, as well as the placing of building materials or equipment on Public right-of-way. At least one accessible route of travel for people with disabilities is required to be maintained at all times to the building and the path around the building. Requirements as follows:

- 1. Obtain Owner's written approval for any work as indicated below:
  - Two (2) week notice for partial closure of an arterial street and complete closure of any local access street, alley or sidewalk.
  - The actual time and date of all closures will be subject to approval by Owner. b.
  - The duration of all closures shall be held to a reasonable minimum.
  - Design and usage of traffic control devices shall conform to the specifications contained in the Manual on Uniform Traffic Control Devices (MUTCD) from the U.S. Department of Transportation, Federal Highway Administration.
  - Clean pedestrian and driving surfaces daily or more often as required to keep the paths clean. Clean spillage from trucks immediately. Keep adjacent areas clean.
- Do not park vehicles in traffic lanes or visitor parking areas.
- Conduct operations in such a manner to avoid unnecessary interference to existing pedestrian and vehicle traffic. Provide flaggers and traffic control signs and devices as necessary and/or as required by Owner. Follow construction traffic routes as specified by Owner or provide traffic plan detailing proposed method of delivery, storage, equipment.
- Contractor Parking. Contractor staff parking is limited to the Contractor's designated parking area as shown in the plans.
  - Work required to complete the connection to the existing water main at Hansville Rd shall be done at night. Contractor shall provide all temporary illumination required to complete the work at night, Additional inspection fees will apply to afterhours work

# **END OF SECTION 01 55 27 – TEMPORARY TRAFFIC CONTROLS**

# **SECTION 01 60 00 - PRODUCT REQUIREMENTS**

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

#### 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 10 00 Summary: Lists of products to be removed from existing building and for Owner-supplied products
- C. Section 01 25 00 Substitution Procedures: Substitutions proposed during procurement and/or construction phases.
- D. Section 01 40 00 Quality Requirements: Product quality monitoring.

#### 1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 14 days after date of Notice to Proceed.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
  - 2. New product presentations to Owner or provide Mock-ups or pre-installations information.
  - 3. Inform Owner of material/product origins and provide a list of proposed products.

## **PART 2 PRODUCTS**

#### 2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner and follow procedures as per Dept. of Archaeology & Historic Preservation, <a href="https://dahp.wa.gov">https://dahp.wa.gov</a>.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is noted in the Contract Documents.
  - 1. See Section 01 10 00 Summary for list of items required to be salvaged for reuse and relocation.
  - 2. If reuse of other existing materials or equipment is desired, submit substitution request form.

# 2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- See Section 01 40 00 Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Made of wood from newly cut old growth timber.
  - Containing lead, cadmium, or asbestos.

# 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### 2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

# **PART 3 EXECUTION**

#### 3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

#### 3.02 TRANSPORTATION AND HANDLING

- Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

## 3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Store and protect products in accordance with manufacturers' instructions.
- Store with seals and labels intact and legible.
- Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.

- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

# **END OF SECTION 01 60 00 - PRODUCT REQUIREMENTS**

# **SECTION 01 70 00 - EXECUTION REQUIREMENTS**

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- F. Construction Waste Management.
- G. Daily Cleaning and protection.

#### 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 10 00 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- C. Section 01 78 00 Closeout Submittals and Procedures: Project record documents, operation and maintenance data, warranties, and bonds.

# 1.03 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time work will be executed.

# 1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
  - 1. Minimum of five years of documented experience.
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State of Washington. Employ only individual(s) trained and experienced in establishing and

- maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State of Washington.

# 1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Perform dewatering activities, as required, for the duration of the project to protect site from puddling or running water.
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Follow AHJ Requirements for Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- G. Follow AHJ Requirements for Erosion and Sediment Control Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- H. Follow AHJ Requirements for Noise Control Provide methods, means, and facilities to minimize noise produced by construction operations. Noise control plan to be reviewed and approved by Owner.
  - At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers, pneumatic hammers, and air-operated nail guns.
  - 2. Outdoors Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
  - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am. Contractor must factor in this cost for after hours.
- Pest, Wildlife and Rodent Control Provide methods, means, and facilities to prevent pests and insects from damaging the work.
  - 1. Pest Control Service: Weekly treatments.
- J. Follow AHJ Requirements for Pollution Control Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

# 1.06 COORDINATION

- A. Notify affected utility companies and comply with their requirements.
- B. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.

- E. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- F. Give at least 48 hours prior notice to Owner of any utility shutdown.

## **PART 2 PRODUCTS**

#### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 25 00 Substitution Procedures.
- D. Quality Requirements 01 40 00 to follow construction quality standards.

# **PART 3 EXECUTION**

# 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to overordering or to prevent quantity errors in fabrication.
- E. Verify that utility services are available, that all utilities have available capacity to service the project, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

# 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

#### 3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify A/E seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation, and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to A/E, Owner, participants, and those affected by decisions made as per preconstruction checklist.

#### 3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

#### 3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to A/E before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 -Temporary Facilities and Controls in locations indicated on drawings.
  - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
  - Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
  - 3. Relocate items indicated on drawings.
  - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and telemetry): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. See Section 01 10 00 for other limitations on outages and required notifications.
    - c. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove
    back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by
    removal using materials specified for new construction.
- F. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to A/E.
  - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

- 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for A/E review and request instructions.
- 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

# 3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air-tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- I. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

# 3.07 DAILY CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

# 3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

# **END OF SECTION 01 70 00 - EXECUTION REQUIREMENTS**

# SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# PART 1 - GENERAL

#### 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - Any material proposed for reuse on-site, must be reviewed and approved by the Architect. Architect may
    require additional testing/engineering review and approvals. Any costs associated with additional
    testing/engineering shall be provided by the Contractor at no additional costs to the project. See Part 2 below
    for Substitution procedures to be used when requesting material reuse.
  - 2. Aluminum and plastic beverage containers.
  - 3. Corrugated cardboard.
  - 4. Wood pallets.
  - 5. Land clearing debris, including brush, branches, logs, and stumps.
  - 6. Concrete.
  - 7. Concrete masonry units.
  - 8. Precast concrete panels.
  - Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 10. Plastic buckets.
  - 11. Paint.
- E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- F. The following sources may be useful in developing the Waste Management Plan:
  - 1. Washington State Department of Ecology at https://ecology.wa.gov/.
    - a. Reducing & recycling waste: https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste
    - b. Construction and demolition: https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Common-dangerous-waste/Construction-and-demolition
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
  - 5. Incineration, either on- or off-site.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

# 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 30 00 Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 60 00 Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 70 00 Execution Requirements Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- E. Section 01 78 00-Closeout Submittals and Procedures.

#### 1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

# 1.04 SUBMITTALS

- A. See Section 01 30 00 Administrative Requirements, for submittal procedures.
- B. Waste Management Plan: Include the following information:
  - 1. Submit Waste Management Plan within 14 days after date established in Notice to Proceed.
  - 2. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 3. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
  - 4. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
  - a. List each material proposed to be salvaged, reused, or recycled.
  - b. List the local market for each material.
  - State the estimated net cost, versus landfill disposal.
  - 5. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
  - Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be
    protected from contamination and prepared for acceptance by designated facilities; include separation
    procedures for recyclables, storage, and packaging.
  - 7. Transportation: Identify the destination and means of transportation of materials to be recycled, i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - Submit Report on a form acceptable to Owner.
  - 3. Landfill Disposal: Include the following information:

- a. Identification of material.
- b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
- c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
- d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 4. Recycled and Salvaged Materials: Include the following information for each:
  - a. Identification of material, including those retrieved by installer for use on other projects.
  - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
  - Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 5. Material Reused on Project: Include the following information for each:
  - a. Identification of material and how it was used in the project.
  - b. Amount, in tons or cubic yards.
  - c. Include weight tickets as evidence of quantity.
- Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

# PART 2 - PRODUCTS - NOT USED

# PART 3 - EXECUTION

#### 3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and A/E.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Job safety meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. As a minimum, provide:
    - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
    - b. Separate dumpsters for each category of recyclable.
    - c. Recycling bins at worker lunch area.
  - 2. Provide containers as required.
  - 3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

# END OF SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# SECTION 01 78 00 - CLOSEOUT SUBMITTALS & PROCEDURES

#### **PART 1 GENERAL**

## 1.01 SECTION INCLUDES

- A. Closeout.
- B. Project Record Documents.
- C. Operation and Maintenance Data.
- D. Warranties and bonds.
- E. System Startup.
- F. Demonstration and Instruction
- G. Final Cleaning

## 1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and other Division 01 specification sections, apply to this section.
- B. Section 01 30 00 Administrative Requirements: Submittal procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 Execution Requirements
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

#### 1.03 CLOSEOUT PROCEDURES

- A. Make any submittals requested by AHJ or any other regulatory agencies.
  - 1. Provide copies to A/E
  - 2. Include copies in Record Documents.
- B. A/E will conduct a Construction Closeout Meeting when the work is approximately 75% complete. A/E will issue the Substantial Completion Checklist to Contractor for use in project closeout.
- C. Contractor shall submit a written Notice of Substantial Completion certifying that the work has been inspected, and that work is complete in accordance with the Contract Documents and ready for A/E Punch List Inspection. Prior to submitting Contractor's Notice of Substantial Completion, the Contractor shall complete the following.
  - 1. Submit all outstanding Field Authorization's (FA) and Change Order Proposals (COP) for review.
  - Accompany A/E and Owner on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List.
  - 3. Complete all elements on the Contractor's Correction Punch List.
  - 4. Provide DRAFT Operations and Maintenance Manual to A/E for review
  - 5. Provide DRAFT Warranties and Bonds Manual to A/E for review
  - 6. Provide As-Built markup of contract documents
- D. Upon receipt of Contractor's Notice of Substantial Completion, A/E will schedule and prepare punch list. If the A/E deems remaining punch list work to be incidental they will issue the Final Correction Punch List and the Certificate of Substantial Completion.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Final Acceptance: After receipt of Certificate of Substantial Completion, the following must be completed by the contractor before the project will be considered complete and closed out by Owner.
  - 1. Submit written notice that all incomplete work noted on the Certificate of Substantial Completion has been completed.
  - 2. Resolve any pending COP's, FA, or claims and disputes.
  - 3. Submit final list of all subcontractors, and all subcontractor tiers, that worked on the project.
  - 4. Submit retainage invoice.

# 1.04 CLOSEOUT SUBMITTALS

A. Project Record Documents: Submit documents to A/E a minimum of 14 days prior to Contractor's anticipated Notice of Substantial Completion.

- 1. When electronic Record Documents are permitted by the Owner, they shall receive submittals in PDF format for review, unless otherwise approved by the Owner.
- B. Operation and Maintenance Data:
  - 1. When electronic Operations and Maintenance manuals are permitted by the Owner, they shall be provided as a single PDF document following the same procedures as noted in Part 3 Execution.
  - 2. Submit two copies of DRAFT Operation and Maintenance Manuals to A/E when project is deemed 75% complete (per submitted application for payment). Revise content as required prior to final submission. The revision will be provided to the Owner for use until receipt of final documents.
  - 3. Contractor shall submit final O & M Manuals properly tabbed in PDF format and 2 hard copy binders to A/E two weeks prior to final acceptance of the project. Subject to Owner's format preference.
- C. Warranties and Bonds:
  - 1. When electronic Warranties and Bonds are permitted by the Owner, they shall be provided as a single PDF document following the same procedures as noted in Part 3 Execution. A hard copy of all warranties and bonds with original documents will also be required.
  - 2. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 14 days after acceptance.
  - 3. Contractor shall submit DRAFT Warranties 2 weeks prior to Substantial Completion.
  - 4. Submit FINAL Warranties and Bond Manuals to A/E prior to Final Acceptance.
  - 5. All work shall be complete and acceptable to A/E and Owner's Representatives prior to Final Acceptance.
  - 6. Warranty period begins right after Substantial Completion.

#### PART 2 DOCUMENTATION

# 2.01 PROJECT AS-BUILT DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
  - 7. Tests and Inspections Log and Reports.
  - 9. Post Construction Survey (when required by other sections of the Project Manual).
  - 10. Permits.
  - 11. Progress Photographs
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store As-Built documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
  - 4. Changes made by executed Change Orders
- F. As-Built Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Field changes of dimension and detail.
  - 4. Details not on original Contract drawings.
  - 5. Changes made by Addenda and modifications.
  - 6. Changes made by executed Change Orders.
- G. Permits
  - 1. Include copies of all signed off permits with Project Record Document Submittal.
  - 2. Provide originals versions of all signed-off permits to the Owner.

3. Any other submittal required or requested by AHJ.

# PART 3 OPERATIONS AND MAINTENANCE

## 3.01 OPERATION AND MAINTENANCE DATA

- A. Provide data as indicated by individual specification sections.
- B. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

# 3.02 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. Provide data as indicated by individual specification sections.
- B. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- C. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- D. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- E. Additional information as specified in individual product specification sections.
- F. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

#### 3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Provide data as indicated by individual specification sections.
- B. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Include color coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- G. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- H. Provide servicing and lubrication schedule, and list of lubricants required.
- I. Include manufacturer's printed operation and maintenance instructions.
- J. Include sequence of operation by controls manufacturer.

- K. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- L. Provide control diagrams by controls manufacturer as installed.
- M. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- N. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- O. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- P. Include test and balancing reports.
- Q. Additional Requirements: As specified in individual product specification sections.

#### 3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate divider for each system.
- D. Cover: OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of A/E, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20-pound paper.
- Drawings: Provide as-built drawings
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Field quality control data.
    - d. Photocopies of warranties and bonds.

#### 3.05 FINAL CLEANING

- A. Execute final cleaning prior to submitting Contractor's Notice of Substantial Completion.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Replace filters of operating equipment.
- F. Clean site: sweep paved areas, remove stains, spills and any foreign deposits, rake clean landscaped surfaces. Reseed ground areas damaged by construction activity.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

# END OF SECTION 01 78 00 - CLOSEOUT SUBMITTALS & PROCEDURES

# **SECTION 02 41 00 - DEMOLITION**

#### **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

A. Work includes removal, disposal, and salvage of materials, as indicated on the plans or directed by the Engineer. Work also includes replacement of structures, backfilling of trenches, holes, or pits that result from demolition.

#### 1.02 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.
- B. The following Sections relate to this section:
  - 1. Section 31 25 00 EROSION AND SEDIMENT CONTROL
  - 2. Section 31 10 00 SITE CLEARING
  - 3. Section 32 12 16 HOT MIX ASPHALT (ASPHALT PAVING)
  - Section 33 10 00 WATER UTILITIES

#### 1.03 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

# PART 2 PRODUCTS (NOT USED)

# **PART 3 EXECUTION**

# 3.01 GENERAL REQUIREMENTS

- A. With certain exceptions, the Contractors shall raze, remove, and dispose of existing improvements and other obstructions that lie wholly or partially within the aeras identified on the Plans. The exception are utility-owned equipment, items indicated to remain on the plans, and any other items the Owner may direct the Contractor to leave intact. The Contractor shall:
  - 1. Protect and maintain all above-ground surface and subsurface utilities and pipes.
  - 2. Protect and maintain all power and telecommunications structures and conduits, unless otherwise indicated on the plans.
  - Fill cavities left by the removal of structures. Fill shall be compacted to meet the requirements of Section 31 00 00 and shall match the level of the surrounding ground. Backfill shall be compacted to minimum 95% per ASTM D-698 Maximum Density.
  - Make a clean, straight, vertical cut between any existing improvements to remain and the portion to be removed.
- B. When salvageable material is to remain the Owner's property, the materials identified shall be removed as described herein or on the plans.
- C. Any demolition material not named as the Owner's property will belong to the Contractor. The Contractor shall dispose of such material off-site in a safe and legal manner at no expense to the Owner.

#### 3.02 ASPHALT DEMOLITION

- A. Make a clean, straight, vertical cut between all concrete pavement to remain and to portion to be removed.
- B. See Specification Section 32 12 16 ASPHALT PAVING

# 3.03 MAILBOXES

A. See Specification Section 32 33 10 – SITE IMPROVEMENTS

# **END OF SECTION 02 41 00 - DEMOLITION**

# SECTION 31 00 00 - EARTHWORK

#### **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

A. Work includes site earthwork including excavation, subgrade verification, backfill and fill, compaction, grading, wet weather provisions, disposal of excess and waste materials.

#### 1.02 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.
- B. The following Sections relate to this section:
  - 1. Section 31 25 00 EROSION AND SEDIMENT CONTROL
  - 2. Section 33 10 00 WATER UTILITIES

#### 1.03 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- D. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

## 1.04 DEFINITIONS

- A. Base Course: Aggregate layer placed beneath improvements.
- B. Bedding: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- D. Fill: Soil materials used to raise existing grades.
- E. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course or topsoil material.
- F. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

# 1.05 QUALITY ASSURANCE

- A. Owner may engage a Geotechnical Consultant to test soil materials proposed for use in the Work, and for quality control testing during excavation and fill operations.
- B. Conduct pre-excavation conference on site prior to beginning earthwork.
- C. Shoring Systems: Pre-engineered systems, clearly labeled as such, may be used at the Contractor's expense.

#### 1.06 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

# PART 2 PRODUCTS (NOT USED)

# **PART 3 EXECUTION**

# 2.01 EXCAVATION

- A. The Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions, without specific direction of the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at no change in contract amount.
  - Elsewhere, backfill and compact unauthorized excavations with structural fill as specified herein.
- B. Over-excavation: In certain areas where soft spots occur in the subgrade, satisfactory sub-grade shall be achieved by over-excavation and replacement with structural fill material or lean mix concrete.
  - 1. Location and extent of soft spot areas to be verified by Owner's Geotechnical Consultant in the field.
- C. Stability of Excavations: Slope the sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- D. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
  - Do not allow water to accumulate in excavations. Remove water to prevent softening of trench bottoms, and structure foundations. Prevent softening detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

# E. Material Storage:

- 1. Stockpile excavated materials as required. Place, grade, shape and cover stockpiles for proper drainage, and to prevent accumulation of excess moisture.
  - a. Locate and retain soil materials away from edge of excavations.
  - b. Dispose of excess soil material and waste materials legally off-site

# F. Excavation for Trenches:

- Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations.
- 2. Where rock is encountered, carry the excavation 6-inches below the required elevation, and backfill with a 6-in layer of bedding material.
- 3. Grade bottoms of trenches as indicated, notching under pipe bells, to provide solid bearing for the entire body of the pipe
- 4. No Trenches may be left open overnight.
- G. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

## 3.02 SUBGRADE VERIFICATION

- A. Following site preparation and excavation for the surfaces and structures, the Contractor shall notify the Engineer that exposed subgrades are ready for review and approval.
- B. Overexcavate any soft, loose, or disturbed soils identified by the Engineer or Owner' Geotechnical Consultant, and replace with compacted structural fill.

# 3.03 BACKFILL AND FILL

- A. Provide test results to Engineer indicating material meets or exceed contract requirement prior to backfill.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
  - 1. Acceptance by Owner's Representative of construction below finish grade.

- 2. Inspection, testing, approval and recording locations of underground piping and conduits. Coordinate locations with surveyor for as-built survey.
- 3. Removal of shoring and bracing and backfilling of voids with satisfactory materials.
- Removal of trash and debris.
- C. Ground Surface Preparation.
  - 1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.
  - When existing ground surface has a density less that the specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition, to within 2 percent of the optimum moisture content, and compact to required depth and percentage of maximum density.
- D. Placement and Compaction: Allowable thickness of fill lifts will depend on the material type and compaction equipment used. In no case backfill and fill materials in layers more than 8-inches in loose depth for material compacted by heavy compaction equipment, and more than 4-inches in loose depth for materials compacted by hand-operated tampers. For fill deeper than 3-feet below the base of pavements, lifts may be 12-inches maximum in loose depth.
  - 1. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content.
  - Compact each layer to required percentage of maximum dry density or relative dry density for each area classification.
  - 3. Do not place backfill or fill material on surfaces muddy, frozen, or containing frost or ice.
  - 4. Bedding and backfill placement shall be in accordance with the Plans and in conformance with KPUD Standard Specifications.

# 3.04 COMPACTION

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area.
- B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density determine, in accordance with ASTM D 1557 (Modified Proctor"):
  - 1. Lawn or Unpaved Areas: Compact top 12-inches of subgrade and each layer of backfill or fill material to 95 percent of maximum dry density.
  - 2. Pavements: Compact top 18-inches of subgrade and each layer of backfill or fill material to 95 percent of maximum dry density.
  - 3. Utility Bedding and Backfill: Compact each layer of bedding and backfill to 95 percent of maximum dry density, per ASTM D-698.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Prevent free water from appearing on surface during or subsequent to compaction operations.
  - 1. Remove and replace, or scarify and air dry, soil material too wet to permit compaction to specified density.
  - Soil material removed because it is too wet to permit compaction may be stockpiled or spread and allowed
    to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a satisfactory
    value.

# 3.05 WET WEATHER PROVISIONS

- Schedule earthwork operations to minimize the potential for erosion, siltation, and disturbance of site soils.
- B. Perform earthwork operations in discrete areas as required, to minimize the exposure of disturbed soils to wet weather.
- C. Compact exposed soil to reduce the infiltration of rain water.
- D. Direct surface water away from fills and excavations.
- E. Provide temporary pumping equipment to keep excavations and construction free of water.
- F. Soils which become too wet for compaction shall be removed and replaced with compacted structural fill.

# 3.06 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Remove waste materials, including unacceptable excavated material, trash and debris and dispose of legally off the Owner's property.

# 3.07 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Owner may engage a Geotechnical Consultant during construction. Allow Engineer or Owner's Geotechnical Consultant to observe subgrade and fill layer testing prior to further construction work.
- B. If subgrades or fills which have been placed are below specified density, Contractor shall provide corrective work as specified at no additional expense to Owner.

#### 3.08 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, compact to required density and provide other corrective work as specified, with retesting, prior to further construction.

# **END OF SECTION 31 00 00 - EARTHWORK**

# **SECTION 31 10 00 – SITE CLEARING**

#### **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

A. Work may include removal of existing trees and other vegetation.

# 1.02 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.
- B. The following Sections relate to this section:
  - 1. Section 31 00 00 EARTHWORK

#### 1.03 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- D. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

# 1.04 SUMMARY

- A. Section Includes:
  - Protecting existing vegetation to remain.
  - 2. Removing existing vegetation
  - 3. Clearing and grubbing

## 1.05 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plants roots grow.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

# PART 2 PRODUCTS (NOT USED)

#### **PART 3 EXECUTION**

# 3.01 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.
  - 2. See Specification 32 33 10 SITE IMPROVEMENTS

# 3.02 EXISTING UTILITIES

- A. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than 72 hours in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer's written permission.

# 3.03 CLEARING AND GRUBBING

- A. Coordinate the removal of all no-grass vegetation with Engineer and Owner prior to removal.
- B. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
  - 1. Grind down stumps and remove roots, obstructions, and debris to required depth to install proposed improvements.
- C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

# 3.04 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site cleaning from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

# **END OF SECTION 31 10 00 - SITE CLEARING**

#### SECTION 31 25 00 - EROSION AND SEDIMENT CONTROL

#### **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

A. Work includes construction of temporary measures shown in the plans, specified in these specifications, proposed by the Contractor and approved by the Engineer, or required by governing regulations and permits for the prevention of accelerated soil erosion and sedimentation of streams or other bodies of water. Best Management Practices shall be in accordance with Department of Ecology Stormwater Management Manual of Western Washington.

#### 1.02 RELATED DOCUMENTS

- Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.
- B. The following Sections relate to this section:
  - a. Section 31 00 00 EARTHWORK
  - b. Section 31 10 00 SITE CLEARING
  - Section 32 33 10 SITE IMPROVEMENTS

#### 1.03 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- D. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

#### 1.04 SUBMITTALS

A. Submit Manufacturer's product data and or Supplier's certification that materials delivered to site are in compliance with specifications shall be made for all the materials specified in this section.

#### **PART 2 PRODUCTS**

#### 2.01 SILT FENCE

A. Silt fence, if required, shall conform to WSDOT Section 8-01.3(9)A2 SILT FENCE.

#### 2.02 EROSION/SEDIEMENT CONTROL PLAN

A. The temporary erosion and sediment control plan shall include/incorporate, at a minimum, those items specified on the drawings and specified in the specifications.

#### PART 3 EXECUTION

#### 3.01 MAINTENANCE

A. Maintain the erosion control measures and facilities in proper condition so that they will individually and collectively perform the functions for which they were designed. In order to ensure the effectiveness and proper maintenance of the measures and facilities, the Contractor and Owner shall make periodic inspections at sufficiently frequent intervals to detect any impairment of the structural stability, adequate capacity, or other requisites of the herein approved measures and facilities which might impair their effectiveness. The contractor shall take immediate steps to correct any such impairment found to exist at no additional cost to the Owner.

#### 3.02 STABLIZATION

A. Stabilize all slopes, channels, ditches or any undisturbed area as soon as possible after the final grade of final earthmoving has been completed. Upon completion of the project, stabilize all areas which were disturbed by the project to prevent accelerated erosion. Maintain any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period.

#### 3.03 EARTHWORK

- A. Control excavation for site work operations. Stockpile the material removed from the excavation in areas where a minimum of sediment will be generated and where other damage will not result from the piled earth. Stockpile topsoil separately and redistribute uniformly after grading. Protect and maintain drainage ways at all times. Do not pile soil in drainage ways.
- B. Protect all stockpiled soil materials from erosion through the use of Visqueen sheeting or similar temporary measures.
- C. Any area stripped of vegetation, where no further work is anticipated for a period of 14 calendar days, shall be immediately stabilized with an approved erosion control method such as seeding, mulching, netting, erosion control blankets, etc.
- D. All disturbed areas shall be promptly and thoroughly stabilized against erosion during periods of wet weather, particularly when work is not being performed at the site.

#### END OF SECTION 31 25 00 - EROSION AND SEDIMENT CONTROL

### **SECTION 32 12 16 – HOT MIX ASPHALT (ASPHALT PAVING)**

#### **PART 1 GENERAL**

#### 1.01 SUMMARY

- A. Section includes:
  - Hot-mix asphalt paving.

#### 1.02 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.

#### 1.03 STANDARD SPECIFICATIONS

- All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- D. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

#### 1.04 SUBMITTALS

- A. Make submittals in accordance with Section 01 30 00 Administraive Requirements.
- B. Submit the following for review and approval prior to placement:
  - 1. Product data for each proposed product.
  - 2. Mix design for asphalt paving.
  - 3. Roadway striping.

#### **PART 2 PRODUCTS**

#### 2.01 HOT MIX ASPHALT

 A. Hot mix asphalt (HMA) shall be Class 1/2-inch (PG64-22) with materials conforming to Section 5-04.2 of the WSDOT standard specifications.

#### 2.02 JOINT SEALANT

A. Joint Sealant shall be a hot poured joint sealant conforming to Section 9-04.2(1) of the WSDOT standard specifications. Sealant shall be AR-4000.

#### 2.03 STRIPING

- A. Lane striping shall be thermoplastic conforming to Section 9-34.3 of the WSDOT standard specifications.
- B. Crosswalk and stop bars shall be Type B preformed thermoplastic conforming to Section 9-34.3(2) of the WSDOT standard specifications.

#### **PART 3 EXECUTION**

#### 3.01 PAVEMENT PULVERATION AND COMPACTION

- A. Contractor shall pulverize the existing asphalt concrete pavement until the maximum size of the asphalt concrete pavement is not more than 1-1/4 inch maximum size and mix it with the underlying top two inches of base material.
- B. Contractor shall reshape and compact the combined mixture as a new base for the thickness of asphalt concrete shown on the Plans.

- C. Areas that cannot be reached with the pulverization machine shall be jack-hammered or otherwise removed by hand.
- D. Should pulverization operations produce an excess of material which cannot be reshaped and compacted to meet the necessary cross-slope, the excess material shall become the property of the Contractor. The Contractor shall remove remaining asphalt material from the Owner's property and dispose of at Contractor's expense.
- E. See Section 31 00 00 Earthwork for compaction requirements.

#### 3.02 SUBGRADE VERIFICATION

- A. Saw cut locations where pavement identified for removal abuts pavement identified to remain. Excavate rectangular or trapezoidal patches, extending 12 inches beyond trench face into adjacent sound pavement, unless otherwise indicated. Cut excavated faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course or subgrade to 95% of maximum density per ASTM D-1557.
- B. Aggregate Base: Install and compact aggregate base course in accordance with Section 4-04 of the WSDOT standard specifications and the details shown in the plans.
- C. Hot Mix Asphalt Patching: Fill excavated pavement area with hot-mix asphalt and compact flush with existing surface in accordance with the details shown in the plans.
- D. Joint Treatment: Apply AR-4000 or engineer approved equal to seal all joints.

#### 3.03 HOT MIX ASPHALT

- A. Installation of hot mix asphalt shall be in accordance with Section 5-04 of the WSDOT standard specifications.
- B. Final acceptance of asphalt pavement will be completed by visual evaluation by the Engineer, in accordance with Section 5-04 of the WSDOT standard specifications.
  - 1. If asphalt is not found to be in conformance with the requirements of the Project Documents, additional work may be required.
- C. Contractor shall tie-in to all existing driveway connections. Existing site drainage patterns shall not be impacted.
  - Vertical separation of existing driveway surface and new asphalt roadway shall be a maximum of ½".

#### 3.04 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Contractor shall coordinate work with Owner's testing agency.
- B. Additional testing and inspection work to correct or repair unsatisfactory work will be at the expense of the Contractor.
- C. Contractor shall remove and replace or install additional hot mix asphalt, at the Contractor's expense, where test results or measurements indicate that it does not comply with specified requirements.

### **END OF SECTION 32 12 16 – HOT MIX ASPHALT (ASPHALT PAVING)**

#### **SECTION 32 33 10 – SITE IMPROVEMENTS**

#### **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

- A. Work includes installation of items demolished in-kind of construction, as indicated on the plans. Work includes:
  - 1. Removal of the existing mailbox base and supports.
  - Maintaining temporary locations for existing mailboxes during construction where their usefulness will not be impaired.
  - 3. Installation of new mailbox support at permanent locations in conformance with WSDOT Standard and Specifications.

#### 1.02 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.
- B. The following Sections relate to this section:
  - 1. Section 02 41 00 DEMOLITION
  - 2. Section 31 00 00 EARTHWORK

#### 1.03 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- D. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

#### 1.04 SUBMITTALS

- Make submittals in accordance with Section 01 30 00 Administrative Requirements
- B. Notify local post office, Postmaster, or owner(s) prior to installing, moving, and or replacing mailboxes or mailboxes supports.

#### PART 2 PRODUCTS

#### 2.01 MAILBOX SUPPORT (TYPE 1)

- A. Bracket and Platform: Bracket and platform shall be 16-gage sheet steel, conforming to ASTM A1011 or ASTM A1008, as specified in Section 9-32.2 of WSDOT Standards and Specifications.
- B. Anti-Twist Plate: The anti-twist plate shall be 16-gage sheet steel, conforming to ASTM A1011 or ASTM A1008, as specified in Section 9-32.2 of WSDOT Standards and Specifications.
- C. Fasteners: Fasteners include bolts, nuts, washers and other hardware to be in conformance with Section 9-32.5 of WSDOT Standards and Specifications.

### 2.02 MAILBOX SUPPORT (TYPE 2)

A. Steel Post Assembly: Supports shall be 2-inch outer diameter, 14-gage steel tube and shall meet the Manual for Assessing Safety Hardware (MASH) crash test criteria. Bracket and platform shall be the same as Type 1 Mailbox Support indicated in Section 2.01.A.

#### 2.03 STEEL PIPE

A. Steel pipe shall be in conformance with Section 9-32.9 of WSDOT Standard and Specifications.

#### 2.04 CONCRETE BASE

A. Concrete base shall be in conformance with Section 9-32.8 of WSDOT Standard and Specifications.

#### **PART 3 EXECUTION**

#### 1.01 GENERAL REQUIREMENTS

- A. During Construction: Mailboxes shall be moved to a temporary location where the structure will not be impaired. The boxes shall be reinstalled at the original location after completion.
  - 1. Existing mailboxes shall be installed on the new supports in accordance with WSDOT Standard and Specifications, within 24 hours of removal.
- B. Construction requirements shall be in conformance with Section 8-18.3 of WSDOT Standard and Specifications.

#### 1.02 EXISTING MAILBOX POSTS

A. Existing mailbox posts shall be removed and legally disposed of off the site at no additional expense to the owner.

#### **END OF SECTION 32 33 10 – SITE IMPROVEMENT**

#### **SECTION 33 10 00 – WATER UTILITIES**

#### **PART 1 GENERAL**

#### 1.01 DESCRIPTION OF WORK

A. Work includes installation of water main, valves, and appurtenances.

#### 1.02 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including Division 01 Specification Sections, apply to this section.
- B. The following Sections relation to this section:
  - 1. Section 31 00 00 EARTHWORK

#### 1.03 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Kitsap Public Utility District (KPUD).
- B. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- C. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- D. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

#### 1.04 SUBMITTALS

- A. Make submittals in accordance with Section 01 30 00 Administrative Requirements
  - 1. Pipe and fittings
  - 2. Valves
  - 3. Valve boxes
  - 4. Meter and Setter
  - 5. Fire Hydrant Assembly
  - 6. Air/Vac Valve, Enclosure, and Associated Appurtenances

#### **PART 2 PRODUCTS**

#### 2.01 PIPE AND FITTINGS

- A. Pipes for distribution line (3" and above) shall be Class 50 Ductile Iron and Cement lined conforming of the KPUD Standard Specifications. Per KPUD Standard Specifications, Class 52 will be used when conditions require thicker wall pipe.
- B. Pipes for distribution line (2") shall be High Density Polyethylene 4710 (HDPE) DR 7 pressure rated pipe meeting ASTM D2737, equal to Driscopipe 5100 and shall include a Corporation Stop on the Saddle at the main.
  - 1. For 1" Assembly Service Saddles shall be single strap (ROMAC 101S)
  - 2. For 2" Assembly Service Saddles shall be double strap (ROMAC 202S) or approved equivalent
- C. Fitting for 2" pipes shall include Fused Joints or Brass Compression Fittings with Stainless Steel Inserts.
- D. All fittings shall be flange or mechanical joint using Mega-lugs and Field-Loc Gaskets conforming to KPUD Standard Specifications.
- E. Tapping Sleeve to be stainless steel for AC pipe and Epoxy Coated Steel for Ductile or Cast-Iron Pipe

#### 2.02 VALVES

- A. Valves connected directly to Kitsap PUD infrastructure shall have a locking plug installed and can only be operated by Kitsap PUD staff.
- B. Valves for service connection shall be angled and installed as identified in the Plans.
  - 1. Corporation Stop Ball Valve Style, 300 psi, shall be Miller B-2969-N or Ford FB500-x-NL or approved equivalent
- C. Valves (2" to 12") for distribution line piping shall be Resilient-Seated Gate Valves conforming to AWWA C-509.

#### 2.03 VALVE BOXES

- A. Valve Boxes shall be Cast Iron (two piece) Olympic Foundry or approved equivalent
- B. Trace wire must be #14 Insulated Solid Copper
  - Trace wire must be in valve box
  - 2. Trace wire with 3M Direct Bury Splice Kit
- C. Valve Operation Extension Required (if over 6' deep), installed as identified in the Plans

#### 2.04 WATER METER AND SETTER

- A. Water Meter shall be 5/8" x 3/4" Sensus Meter or approved equivalent, to be furnished and installed by district at developers' expense
  - 1. Meter Yokes Assembly shall be Mueller 12" or approved equivalent
- B. Meter boxes shall be installed conforming to KPUD Standard Specification

#### 2.05 FIRE HYDRANT ASSEMBLY

A. Fire hydrant shall meet the requirements shown in the Plans, in conformance with the fire code requirements for Kitsap County

#### 2.06 AIR/VAC RELIEF VALVE ASSEMBLY

A. Air/Vac relief valve assembly shall meet the requirements shown in the Plans

#### 2.07 CONCRETE (THRUST BLOCKING)

A. Concrete blocking shall be Cast-in-Place and installed to meet the requirements as shown in the Plans

#### **PART 3 EXECUTION**

#### 3.01 PIPES

A. Pipes shall be installed in conformance with WSDOT Sections 7-08.3 and 7-09.3 CONSTRUCTION REQUIREMENTS

#### 3.02 WET TAP TO EXISTING WATER MAIN

A. Wet Tap to existing water main connections shall be installed in conformance with the Water Distribution Notes in the KPUD Standard and Specification and Section 7-09.3(19) of the WSDOT Standard Specifications. Refer to the 'Connection Requirements' and 'New Water Main Separation' details as shown in the Plans.

#### 3.03 VALVES

A. Valves shall be installed in conformance with Section 7-12.3 of the WSDOT Standard Specifications.

#### 3.04 SERVICE CONNECTIONS

A. Service connections shall be installed per the Plans.

#### 3.05 TESTING AND STERILIZATION

A. Testing and sterilization on all installations shall be in conformance with Section 7-09 of the WSDOT Standard Specification.

#### **END OF SECTION 33 10 00 – WATER UTILITES**

# PART 5 WAGE RATES

Wage rates are provided at the federal and state level. Federal wage determination is set fourth by the Davis-Bacon Act WD #WA20240071. Links are provided for applicable wage rates.

Federal: https://sam.gov/wage-determination/WA20240071/0

State: https://secure.lni.wa.gov/wagelookup/

"General Decision Number: WA20240071 01/05/2024

Superseded General Decision Number: WA20230071

State: Washington

Construction Type: Heavy

Including water and sewer line construction

County: Kitsap County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

I. Executive Order 14026 |If the contract is entered |into on or after January 30, generally applies to the |2022, or the contract is contract. |renewed or extended (e.g., an |. The contractor must pay loption is exercised) on or all covered workers at |after January 30, 2022: least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |If the contract was awarded on | . Executive Order 13658 or between January 1, 2015 and generally applies to the |January 29, 2022, and the contract. |contract is not renewed or |. The contractor must pay all| covered workers at least |extended on or after January 130, 2022: \$12.90 per hour (or the applicable wage rate listed| on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 01/05/2024

CARP0030-015 06/01/2021

1	Rates	Fringes
CARPENTER (Including Formwork)\$	49.18	19.01
PILEDRIVERMAN\$	49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chalan	D+ Morragand	

Chelan Pt. Townsend

Zone P	ay:		
0 -25	radius	miles	Free
26-35	radius	miles	\$1.00/hour
36-45	radius	miles	\$1.15/hour
46-55	radius	miles	\$1.35/hour
Over 5	5 radiı	ıs miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:	
0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

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ELEC0	046	5-006	0.8	/07	/2023

	Rates	Fringes
ELECTRICIAN	\$ 69.99	28.39

ENGI0302-027 06/01/2022

	Rates	Fringes
Power equipment operator	s:	
Group 1A	\$ 54.20	24.47
Group 1AA	\$ 54.98	24.47
Group 1AAA	\$ 55.78	24.47
Group 1	\$ 53.40	24.47
Group 2	\$ 52.72	24.47
Group 3	\$ 52.12	24.47
Group 4	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) - \$1.00 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Scraper: under 45 tons; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Forklift: 3,000 lbs and over with attachments; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Forklift: under 3,000 lbs with attachments Grade Checker; Drill Assistant; Boom Truck 10 tons and under

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IRON0086-010 01/02/2023

	Rates	Fringes	
<pre>IRONWORKER (Reinforcing, Structural and Ornamental)</pre>	\$ 50.90	32.57	
LABO0252-009 06/01/2022			

Rates Fringes

Laborers:

GROUP 2.....\$ 34.20 13.80

GROUP 3.....\$ 42.86 13.80

GROUP 4.....\$ 43.90 13.80

GROUP 5....\$ 44.62 13.80

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

#### LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Form Stripping

GROUP 4: Pipe Layer; Handheld Drill; Jackhammer

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete; Grade Checker; High Scaler;

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PAIN0005-008 07/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray)	\$ 28.41	14.50
PLAS0528-004 06/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 52.10	20.27

Rates	Fringes
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#### Truck drivers:

#### ZONE A:

GROUP	1:\$	40.38	20.46
GROUP	2:\$	39.54	20.46

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Water Truck-less than 3,000 gallons

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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SIIMZ	2009	-062	$\cap \aleph$	/ 0 7	/2009
SUWE	12009	<b>-</b> 002	$ \cup$ $\circ$	/ U / /	/ 2009

	Rates	Fringes
LABORER: Landscape & Irrigation	\$ 13.52 **	3.35
OPERATOR: Asphalt Plant	\$ 34.14	0.68
OPERATOR: Backhoe	\$ 27.86	6.92
OPERATOR: Broom/Sweeper	\$ 30.39	3.77
OPERATOR: Power Shovel	\$ 25.12	7.83
OPERATOR: Skid Steer	\$ 10.63 **	0.00
OPERATOR: Loader	\$ 26.46	7.94
TRUCK DRIVER, Includes Dump Truck	\$ 25.75	8.38
TRUCK DRIVER: Flatbed Truck	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck	\$ 22.89	5.72
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

<sup>\*\*</sup> Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Kev.

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	<u>Flaggers</u>	Journey Level	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

# Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	<u>15M</u>	<u>110</u>		<u>View</u>
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	<u>15M</u>	<u>110</u>		<u>View</u>
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	<u>15M</u>	<u>110</u>		<u>View</u>
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	<u>15M</u>	<u>110</u>		<u>View</u>
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	<u>15M</u>	<u>110</u>		<u>View</u>
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	<u>15M</u>	<u>110</u>		<u>View</u>

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

# Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Airtrac Drill Operator	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Ballast Regular Machine	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Batch Weighman	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Brick Pavers	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Brush Cutter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Brush Hog Feeder	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Burner	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Caisson Worker	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Carpenter Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Cement Dumper-paving	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Cement Finisher Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Change House Or Dry Shack	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Chipping Gun (30 Lbs. And Over)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Chipping Gun (Under 30 Lbs.)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Choker Setter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Chuck Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Clary Power Spreader	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Clean-up Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Concrete Dumper/Chute Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Concrete Form Stripper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Concrete Placement Crew	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Concrete Saw Operator/Core Driller	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Crusher Feeder	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Curing Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Ditch Digger	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Diver	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Dry Stack Walls	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Dump Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Epoxy Technician	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Erosion Control Worker	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Faller & Bucker Chain Saw	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Fine Graders	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Firewatch	\$50.07		<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Form Setter	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Gabian Basket Builders	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	General Laborer	\$59.07	15J	11P	<u>8Y</u>	View

Kitsap	<u>Laborers</u>	Grade Checker & Transit Person	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Grinders	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Grout Machine Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Guardrail Erector	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Hazardous Waste Worker (Level A)	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Hazardous Waste Worker (Level B)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Hazardous Waste Worker (Level C)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	High Scaler	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Jackhammer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Laserbeam Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Maintenance Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Manhole Builder-Mudman	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Material Yard Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Mold Abatement Worker	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Motorman-Dinky Locomotive	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	<u>Laborers</u>	Pavement Breaker	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Pilot Car	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Pipe Layer (Lead)	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Pipe Layer/Tailor	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Pipe Pot Tender	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Pipe Reliner	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Pipe Wrapper	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Pot Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Powderman	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Powderman's Helper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Power Jacks	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Railroad Spike Puller - Power	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Raker - Asphalt	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Re-timberman	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Remote Equipment Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Rigger/Signal Person	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Rip Rap Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Rivet Buster	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Rodder	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Scaffold Erector	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Scale Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Sloper (Over 20")	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	Laborers	Sloper Sprayer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	Laborers	Spreader (Concrete)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	Laborers	Stake Hopper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	Laborers	Stock Piler	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	Laborers	Swinging Stage/Boatswain Chair	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
Kitsap	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Tamper (Multiple & Self- propelled)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Toolroom Person (at Jobsite)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Topper	\$59.07	<u>15J</u>	<u>11P</u>	8Y	View

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Kitsap	<u>Laborers</u>	Track Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Track Liner (Power)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Traffic Control Laborer	\$53.54	<u>15J</u>	<u>11P</u>	<u>9C</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Traffic Control Supervisor	\$56.73	<u>15J</u>	<u>11P</u>	<u>9C</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Truck Spotter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tugger Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	<u>Laborers</u>	Tunnel Work-Miner	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Vibrator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Vinyl Seamer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Watchman	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Laborers	Welder	\$60.15	15J	11P	8Y	View
Kitsap	Laborers	Well Point Laborer	\$60.15	15J	11P	8Y	View
Kitsap	Laborers	Window Washer/Cleaner	\$45.51	 15J	11P	8Y	View

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

# Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Kev.

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	General Laborer & Topman	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	Pipe Layer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>

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County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	<u>Landscape Construction</u>	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
Kitsap	Landscape Construction	Landscape Operator	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

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County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	<u>Landscape Maintenance</u>	Groundskeeper	\$16.28		<u>1</u>		<u>View</u>

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County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	Plumbers & Pipefitters	Journey Level	\$85.72	<u>5A</u>	<u>1G</u>		<u>View</u>

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

# Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	Power Equipment Operators	Asphalt Plant Operators	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Assistant Engineer	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Barrier Machine (zipper)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Batch Plant Operator: concrete	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Boat Operator	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Bobcat	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Brooms	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Bump Cutter	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cableways	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Chipper	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Compressor	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Conveyors	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>

Kitsap	Power Equipment Operators	Crusher	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Derricks, On Building Work	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Dozers D-9 & Under	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Drilling Machine	\$80.82	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Gradechecker/Stakeman	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Guardrail Punch	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Horizontal/Directional Drill Locator	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Horizontal/Directional Drill Operator	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Leverman	\$81.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Loaders, Plant Feed	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Loaders: Elevating Type Belt	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Locomotives, All	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Material Transfer Device	\$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.82	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Motor Patrol Graders	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Pavement Breaker	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Posthole Digger, Mechanical	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Power Plant	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

Kitsap	Power Equipment Operators	Pumps - Water	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Rigger and Bellman	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Rollagon	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Saws - Concrete	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Service Engineers: Equipment	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.82	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Slipform Pavers	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Spreader, Topsider & Screedman	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Subgrader Trimmer	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Tower Bucket Elevators	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Trenching Machines	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Truck Mount Portable Conveyor	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Welder	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators	Yo Yo Pay Dozer	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Assistant Engineer	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Brooms	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cableways	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Chipper	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Compressor	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>

Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Crusher	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$80.82	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Leverman	\$81.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators-	Mechanics: All (Leadmen -	\$80.82	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

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Kitsap	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.82	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

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Kitsap	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$78.71	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Welder	\$80.02	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$75.26	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
Kitsap	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$79.31	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

### State of Washington Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Kev.

Journey Level Prevailing Wage Rates for the Effective Date: 02/14/2024

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	Traffic Control Stripers	Journey Level	\$89.54	<u>15L</u>	<u>1K</u>		<u>View</u>

### State of Washington Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 02/14/2024

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Kitsap	<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
Kitsap	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$73.36	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
Kitsap	Truck Drivers	Dump Truck	\$73.36	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
Kitsap	Truck Drivers	Dump Truck & Trailer	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
Kitsap	Truck Drivers	Other Trucks	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>

### **U.S. Department of Labor**

Wage and Hour Division

#### **PAYROLL**



For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

AME OF CONTRACTOR OR SUBCONTRACTOR						ADDRESS				OMB No. 12 Expires 09/	235-0008 30/2026						
PAYROLL NO.	FOR WEEK ENDING	3					PROJEC	CT AND LOCATI	ION				PROJECT (	OR CONTRAC	T NO.		
(1)	(2) SNO SNO	(3)	ST.	(4) DA	AY AND [	DATE		(5)	(6)	(7)			DED	(8) UCTIONS			(9) NET
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT. OR	HOURS W	ORKED E	EACH D	DAY	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

#### **Public Burden Statement**

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date	
1	
I, (Name of Signatory Party)	(Title)
do hereby state:	
(1) That I pay or supervise the payment of the persons	s employed by
	an the
(Contractor or Subcontrac	ctor) on the
<u>;</u> 1	that during the payroll period commencing on the
(Building or Work)	
, day of,, and ending	the, day of,,
all persons employed on said project have been paid the fu been or will be made either directly or indirectly to or on bel	
	from the full
(Contractor or Subcontra	actor)
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor u 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145),	
(2) That any payrolls otherwise under this contract recorrect and complete; that the wage rates for laborers or mapplicable wage rates contained in any wage determination set forth therein for each laborer or mechanic conform with	nechanics contained therein are not less than the incorporated into the contract; that the classification
(3) That any apprentices employed in the above period program registered with a State apprenticeship agency recording, United States Department of Labor, or if no such with the Bureau of Apprenticeship and Training, United States	ognized by the Bureau of Apprenticeship and recognized agency exists in a State, are registered

#### (4) That

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
  - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

#### (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

 Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

#### (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STA	TEMENTS MAY SUBJECT THE CONTRACTOR OR

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

# PART 6 APPENDIX

### **APPENDIX A**

### SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

### **Bidder Responsibility Criteria**

#### Low Responsible Bidder

In determining the Bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. Potential Bidders may request the Owner modify the Bidder responsibility criteria. The request must be in writing and submitted at least 7 days prior to the bid opening.

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline. This request may be made in the form of a telephone call or email message. The required information shall be provided on the referenced forms bound herein. Electronic copies may be made available upon request. Failure to submit such information to the satisfaction of the Owner within the time provided may render the Bidder as not responsible.

### **Required Information/Criteria**

For the purposes of the Supplemental Bidder Responsibility evaluation process, the scope of this project generally involves. Construction of water main and concrete paving. Experience with replacement of water mains and re-connection to existing water mains and water services will be evaluated.

#### 1. Experience of Contractor on Projects of Similar Size and Complexity

Contractor is required to have successfully completed at least 3 projects of similar type, size and complexity to this project, each with a contract amount of at least \$350,000, within the last 8 years.

#### List of Completed Projects (Use Form 1, Contractor Experience Detail)

Provide a list of at least 3 construction contracts \$350,000 and above your firm has completed within the past eight years, giving the name of the project; name, address, and phone numbers of Owner and architect representatives; final contract amount; date of completion; and percentage of the cost of the work performed with your firm's own forces. This information will be used for reference reviews.

#### 2. Experience of Key Personnel

### Experience of Project Manager (Use Form 2, Résumé of Key Personnel for Proposed Contract)

Submit resume and references for the proposed Project Manager. This person shall have managed, as lead project manager, a minimum of 3 projects of similar type, size and complexity to this project, and successfully completed those projects within the last 8 years.

### **Experience of Superintendent (Use Form 2, Résumé of Key Personnel for Proposed Contract)**

Submit resume and references for the proposed project Superintendent. This person shall have performed as the lead Superintendent for a minimum of 3 projects of similar type, size and complexity to this project, and successfully completed those projects within the last 8 years.

### Overall Scoring (Form 6, Responsibility Criteria Evaluation Score Sheet)

The Owner will use this form to complete and document the overall evaluation process.

## **Supplemental Bidder Responsibility Form 1 - Contractor Experience Detail**

### Project #10182300030, Port Gamble S'Klallam Tribe Heronswood Garden Water Main Extension

#### **Business Contact Information**

Contractor Name:			Total years in Business:								
Mailing Address:											
Business Phone:				Former busine	Former business name(s) & Dates:						
Contact Name and Tit	le:										
Contact Phone:		Contact Ema	nil:	Reason for name change(s):							
				•							
*List Projects Compl	eted Within The	Time Specifie	ed By Division 00	, or Are In Progre	ess						
* Project Name & Location:	Description Of F		Owner:	Architect:	Project Manager Name:	Original Contract Amount:	\$	Is this project relevant to			
						Final Contract Amount:	\$	proposed project?			
		Address:	Address:	Address:		Original Contract Days		Yes 🗌			
					Superintendent Name:	Time Extensions Granted Days		No 🗌			
			Phone:	Phone:		Completion Date:					
	As Prime  Or Sub:		Email:	Email:							

# Supplemental Bidder Responsibility Form 2 - Resume of Key Personnel for Proposed Contract Project #10182300030

### Port Gamble S'Klallam Tribe Heronswood Garden Water Main Extension

Years Experience

Role in this Contract:

Name:

			Total	With Current Firm
Firm Name and Location (City and State):				
Training/Education/Specialization:				
Years of Experience in the Proposed Role:				
R	ELEVANT PROJECTS			
Project Title:			Year Com	oleted
Project Owner:				
Brief Description (Brief scope, size, cost, etc.) and specific	role:	Check if firm.	f project perform	ed with current
		If perfo	rmed with differ	ent firm list the firm
Reference Name & Contact Information:				
Project Owner:	Project Archit	ect:		
Name:	Name:			
Phone:	Phone:			
E-mail	E-mail:			
R	ELEVANT PROJECTS			
Project Title:			Year Com	oleted
Project Owner:				
Brief Description (Brief scope, size, cost, etc.) and specific	role:	Check if		ed with current
		If perfo	rmed with differ	ent firm list the firm
Reference Name & Contact Information:				
Project Owner:	Project Archite	ect:		
Name:	Name:			
Phone:	Phone:			
E-mail	E-mail:			

RELEVAN	T PROJECTS	
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm.
		If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:	Project Architect:	
Name:	Name:	
Phone:	Phone:	
E-mail	E-mail:	
RELEVAN	T PROJECTS	
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm.
		If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:	Project Architect:	
Name:	Name:	
Phone:	Phone:	
E-mail	E-mail:	
RELEVAN <sup>*</sup>	T PROJECTS	
Project Title:		Year Completed
Project Owner:		·
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm.
		If performed with different firm list the firm Name
Reference Name & Contact Information:	1	
Project Owner:	Project Archited	ct:
Name:	Name:	
Phone:	Phone:	
E-mail	E-mail:	

# APPENDIX B PROJECT LIST OF DRAWINGS

### **DESIGN STANDARDS:**

2020 KITSAP PUBLIC UTILITY DISTRICT (WATER) STANDARD DETAILS

### PROJECT INFORMATION:

HERONSWOOD GARDEN WATERMAIN EXTENSION

ROADWAYS INCLUDED: NE 288TH ST HANSVILLE RD NE

SECTION 21, TOWNSHIP 27 NORTH, RANGE 2

### OWNER:

PORT GAMBLE S'KLALLAM TRIBE 31912 LITTLE BOSTON ROAD NE KINGSTON, WASHINGTON 98346 TEL: (206) 930-3229 CONTACT: MIKE ROREM EMAIL: MROREM@PGST.NSN.US

### **CIVIL ENGINEER:**

KPFF CONSULTING ENGINEERS 612 WOODLAND SQUARE LOOP SE, SUITE 100 LACEY, WA 98503 TEL: (360) 292-7230 CONTACT: STEVE SCHMITZ, PE EMAIL: STEVE.SCHMITZ@KPFF.COM

### **PURVEYOR:**

KITSAP PUBLIC UTILITY DISTRICT PO BOX 2910 POULSBO, WA 98370 TEL: (360) 799-7656 CONTACT: MIKE FLAHERTY EMAIL: MFLAHERTY@KPUD.ORG

### SURVEYOR:

KPFF CONSULTING ENGINEERS 612 WOODLAND SQUARE LOOP SE, SUITE 100 LACEY, WA 98503 TEL: (360) 292-7230 CONTACT: JEREME CHAPMAN EMAIL: JEREME.CHAPMAN@KPFF.COM

**GENERAL NOTES** 

ENGINEER.

UTILITIES HAVE BEEN LOCATED.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL

CONSTRUCTION (WSDOT/APWA). IN MOST CASES OF CONFLICT, THE MOST STRINGENT STANDARD

THE CONTRACTOR SHALL BE IN COMPLIANCE WITH ALL SAFETY STANDARDS AND REQUIREMENTS AS SET FORTH BY OSHA, WISHA AND THE STATE OF WASHINGTON, DEPARTMENT OF LABOR AND

THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL

CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 811 NOT LESS THAN TWO

BUSINESS DAYS AND NOT MORE THAN 10 BUSINESS DAYS PRIOR TO ANY EXCAVATION. THE

CONTRACTOR WILL ASLO BE RESPONSIBLE FOR MAINTAINING ALL LOCATE MARKS ONCE THE

EROSION CONTROLWATER POLLUTION MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH

EXISTING OR NEWLY INSTALLED FACILITY UNLESS SPECIAL PROVISIONS HAVE BEEN DESIGNED.

ANY CHANGES TO THE DESIGN SHALL FIRST BE REVIEWED AND APPROVED BY THE PROJECT

TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WSDOT TYPICAL

TRAFFIC CONTROL PLANS AS SHOWN IN DWG C7.0 THROUGH C7.2

SECTION 1-07.15 OF THE WSDOT/APWA STANDARDS SPECIFICATIONS FOR ROAD, BRIDGE AND

MUNICIPAL CONSTRUCTION. AT NO TIME WILL SILTS AND DEBRIS BE ALLOWED TO DRAIN INTO AN

EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO

### **BASIS OF MERIDIAN:**

WASHINGTON STATE PLANE COORDINATES, NORTH ZONE 4601, NAD 83/11. PER WSDOT CONTROL POINT TUMBLING LAKE.

### VERTICAL DATUM:

NAVD 88, CONTRACTOR TO VERIFY VERTICAL DATUM WITH TIES TO LOCAL SITE CONTROL AND SURFACE FEATURES.

### **UTILITY NOTE:**

UTILITIES SHOWN HEREON ARE PER KPFF SITE SURVEY OR SURFACE FEATURES AND UNDERGROUND LOCATES PERFORMED BY KPFF. UTILITIES SHOULD BE CONSIDERED APPROXIMATE ONLY AND VERIFIED PRIOR TO CONSTRUCTION.

### **BOUNDARY NOTE:**

NO CORNERS WERE SET BY THIS SURVEY. RIGHT OF WAY LINES FOR HANSVILLE RD AND NE 288TH ST ARE SHOWN PER BEST AVAILABLE RECORD AND TIES TO LOCAL MONUMENTS. PROPERTY BOUNDARY SHOWN PER KITSAP COUNTY BLA RECORDED UNDER AUDITOR'S FILE No. 200408020156.

### **METHOD SURVEY:**

CONTROL SURVEY PERFORMED USING RTK METHODS WITH THE USE OF TOPCON HIPER VR GPS RECEIVERS, TOPOGRAPHIC AND SUPPLEMENTAL CONTROL PERFORNED USING CONVENTIONAL METHODS WITH THE USE OF TOPCON GT 503 ROBOTIC TOTAL

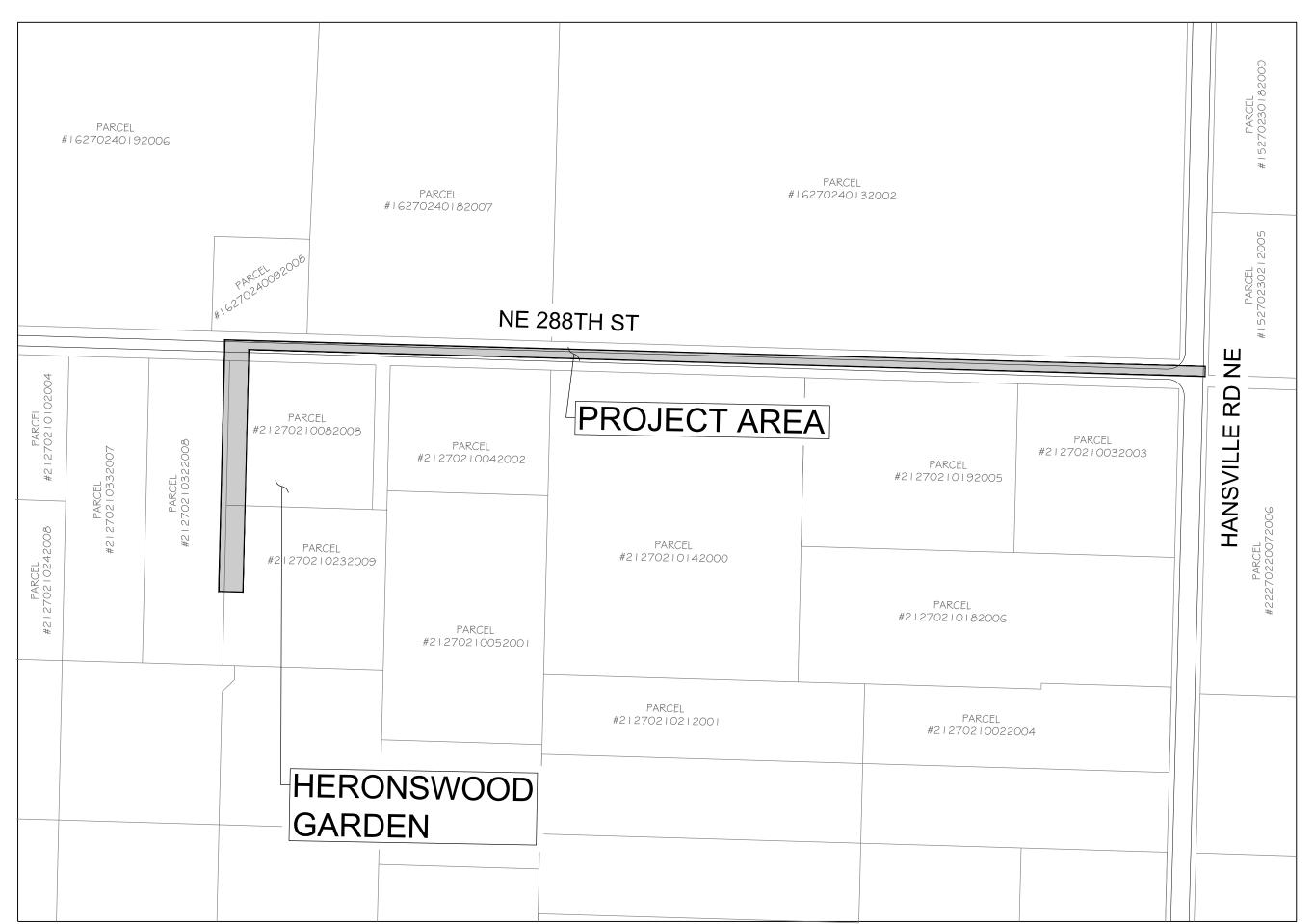
THE WORK PERFORMED DURING THE COURSE OF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS AS SET FORTH IN WAC 332-130-090.

SURVEY WORK COMPLETED IN JUNE OF 2023

SECTION 21, TOWNSHIP 27 NORTH, RANGE 2 EAST, W.M. KITSAP COUNTY, WASHINGTON

# PORT GAMBLE S'KALLAM TRIBE HERONSWOOD GARDEN WATERMAIN EXTENSION

KINGSTON, WASHINGTON CONSTRUCTION DRAWINGS

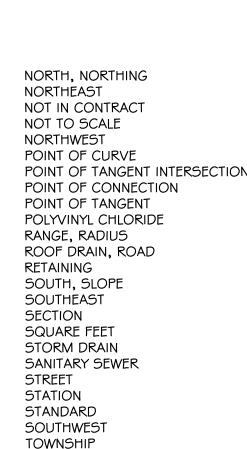


# **PUGET** SOUND MILLER LAKE KINGSTON NE WEST KINGSTON RD **VICINITY MAP**

NTS

### **ABBREVIATIONS:**

<u> </u>			
ŧ	AND	N	
APPROX	APPROXIMATELY	NE	
AR	AIR RELEASE	NIC	
ASPH	ASPHALT	NTS	
AVE	AVENUE	NW	
BLDG	BUILDING	PC	
BLVD	BOULEVARD	PI	
ВО	BLOW-OFF	POC	
СВ	CATCH BASIN	PT	
CO	CLEANOUT	PVC	
CONC	CONCRETE	R	
CPP	CORRUGATED POLYETHYLENE PIPE	RD	
DI	DUCTILE IRON	RET	
DIA	DIAMETER	5	
DWG	DRAWING	SE	
DWY	DRIVEWAY	SEC	
E	EAST, EASTING	SF	
ELEV	ELEVATION	SD	
EP	EDGE OF PAVEMENT	55	
EX	EXISTING	ST	
FDC	FIRE DEPARTMENT CONNECTION	STA	
FM	FORCE MAIN	STD	
FT	FEET	SW	
GA	GAUGE	T	
GRVL	GRAVEL	TYP	
HDPE	HIGH DENSITY POLYETHYLENE	VERT	
HORIZ, HORZ	HORIZONTAL	VC	
IE	INVERT ELEVATION	VPC	
LF	LINEAR FEET	VPT	
MAX	MAXIMUM	W	
MIN	MINIMUM	W/	
MJ	MECHANICAL JOINT	WM	

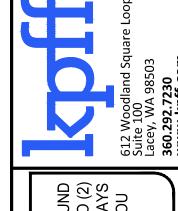


**VERTICAL** 

VERTICAL CURVE

WATER MAIN

VERTICAL POINT OF CURVE VERTICAL POINT OF TANGENT



S

DRAWING

C1.0

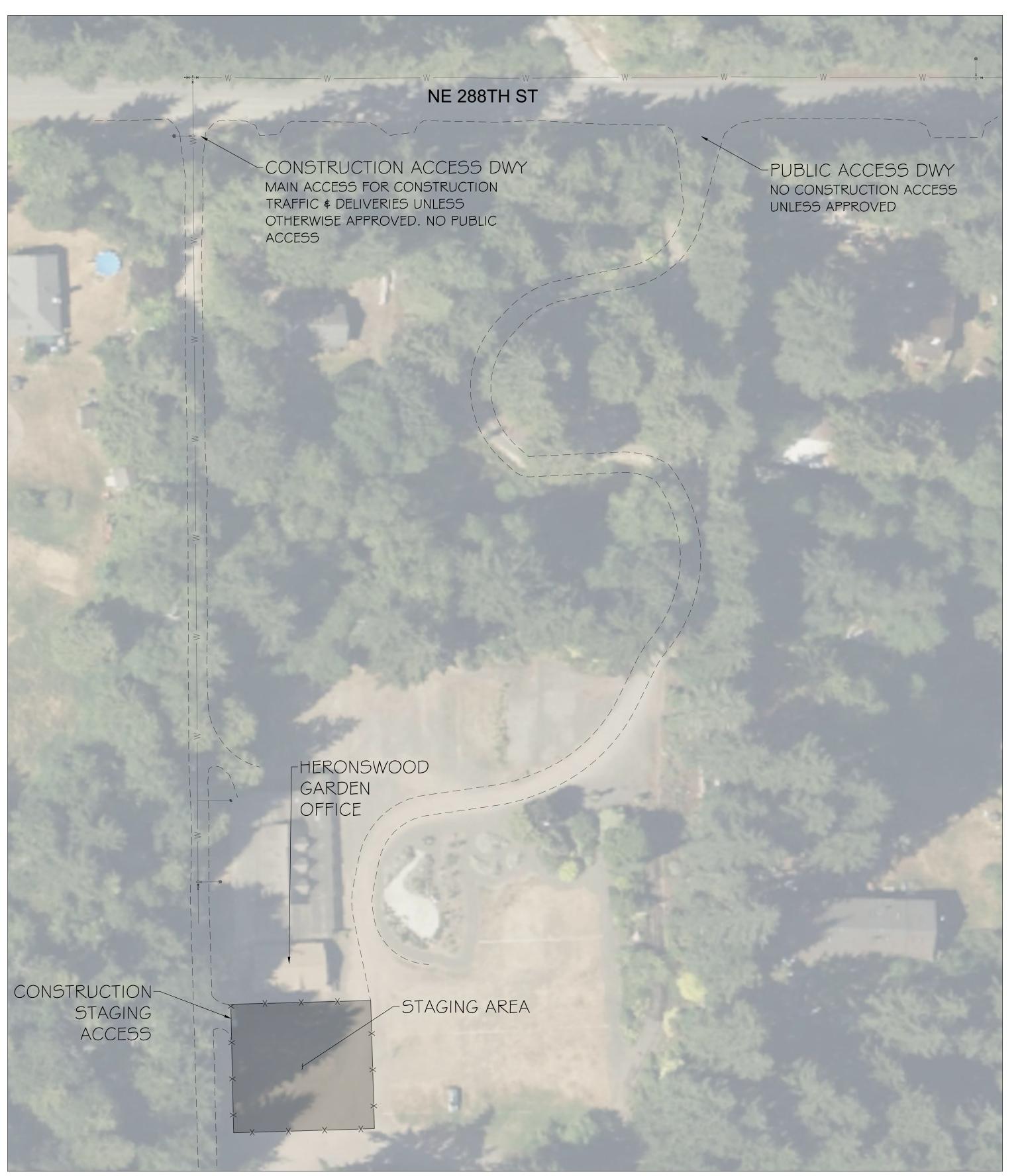
PGS

BASIS OF BEARING WASHINGTON STATE PLANE COORDINATES, NORTH ZONE 4601. NAD 83/11. PER WSDOT CONTROL POINT TUMBLING LAKE.

VERTICAL DATUM NAVD 88 CONTRACTOR TO VERIFY VERTICAL DATUM WITH TIES TO LOCAL SITE CONTROL



AND SURFACE FEATURES



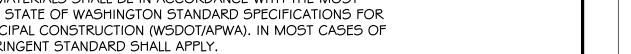
### **GENERAL NOTES (CONSTRUCTION)**

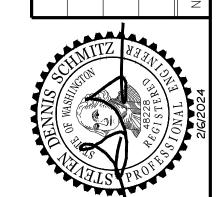
- I. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION (WSDOT/APWA). IN MOST CASES OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.
- 2. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH ALL SAFETY STANDARDS AND REQUIREMENTS AS SET FORTH BY OSHA, WISHA AND THE STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES.
- 3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 811 NOT LESS THAN TWO BUSINESS DAYS AND NOT MORE THAN 10 BUSINESS DAYS PRIOR TO ANY EXCAVATION. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR MAINTAINING ALL LOCATE MARKS ONCE THE UTILITIES HAVE BEEN LOCATED.
- EROSION CONTROL/WATER POLLUTION MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH SECTION 1-07.15 OF THE WSDOT/APWA STANDARDS SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION. AT NO TIME WILL SILTS AND DEBRIS BE ALLOWED TO DRAIN INTO AN EXISTING OR NEWLY INSTALLED FACILITY UNLESS SPECIAL PROVISIONS HAVE BEEN DESIGNED.
- ANY CHANGES TO THE DESIGN SHALL FIRST BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER.
- 6. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WSDOT TYPICAL TRAFFIC CONTROL PLANS AS SHOWN IN DWG C7.0 THROUGH C7.2

### STAGING AREA NOTES

- 1. THE CONTRACTOR SHALL INSTALL STRAW WATTLES, BALE BARRIERS OR OTHER APPROVED PERIMETER PROTECTION MEASURES TO PREVENT SILT LADEN WATER FROM LEAVING THE STAGING AREA AND SITE.
- 2. THE CONTRACTOR SHALL SECURE AND FENCE THE ENTIRE PERIMETER OF THE STAGING AREA FOR THE ENTIRE DURATION OF THE CONSTRUCTION PHASE.
- 3. STAGING AREA SHALL BE RESTORED FOLLOWING CONSTRUCTION WITH 2" OF

COMPACTED CSTC AND GRADED TO DRAIN



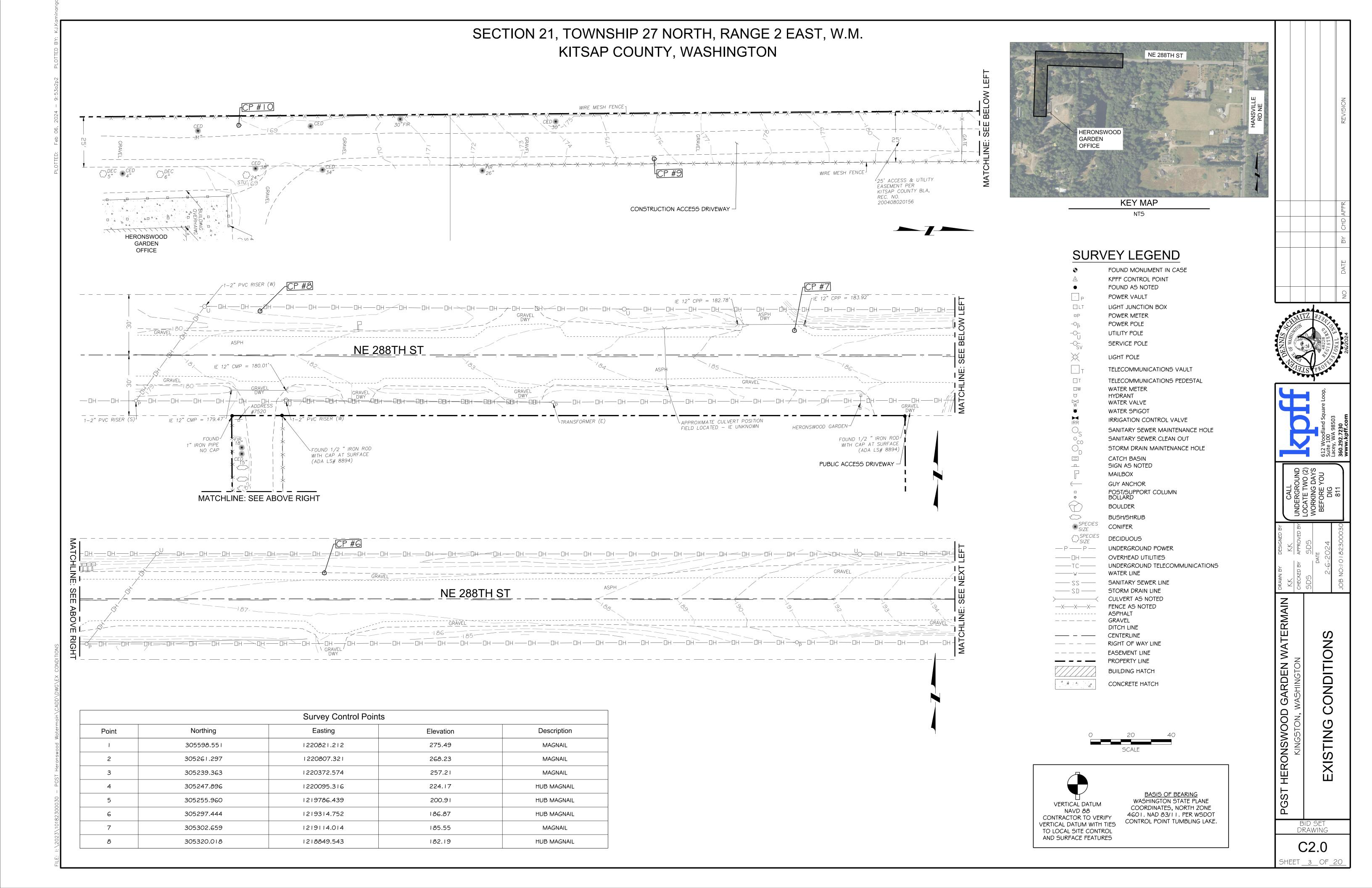


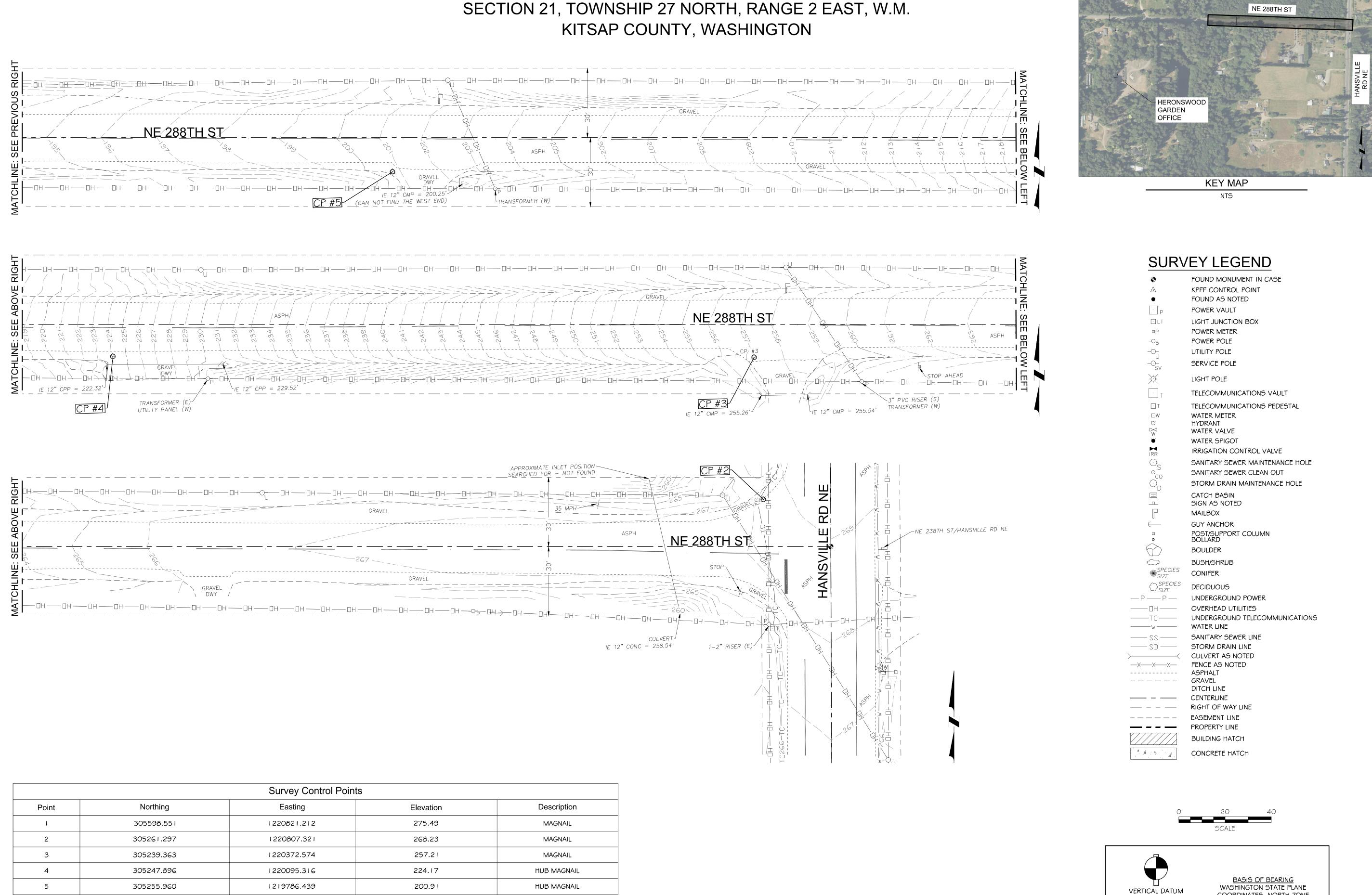


BID SET DRAWING

C1.1

STAGING & ACCESS PLAN I" = 40'





305297.444

305302.659

305320.018

1219314.752

1219114.014

1218849.543

186.87

185.55

HUB MAGNAIL

MAGNAIL

HUB MAGNAIL



COORDINATES, NORTH ZONE

4601. NAD 83/11. PER WSDOT

CONTROL POINT TUMBLING LAKE.

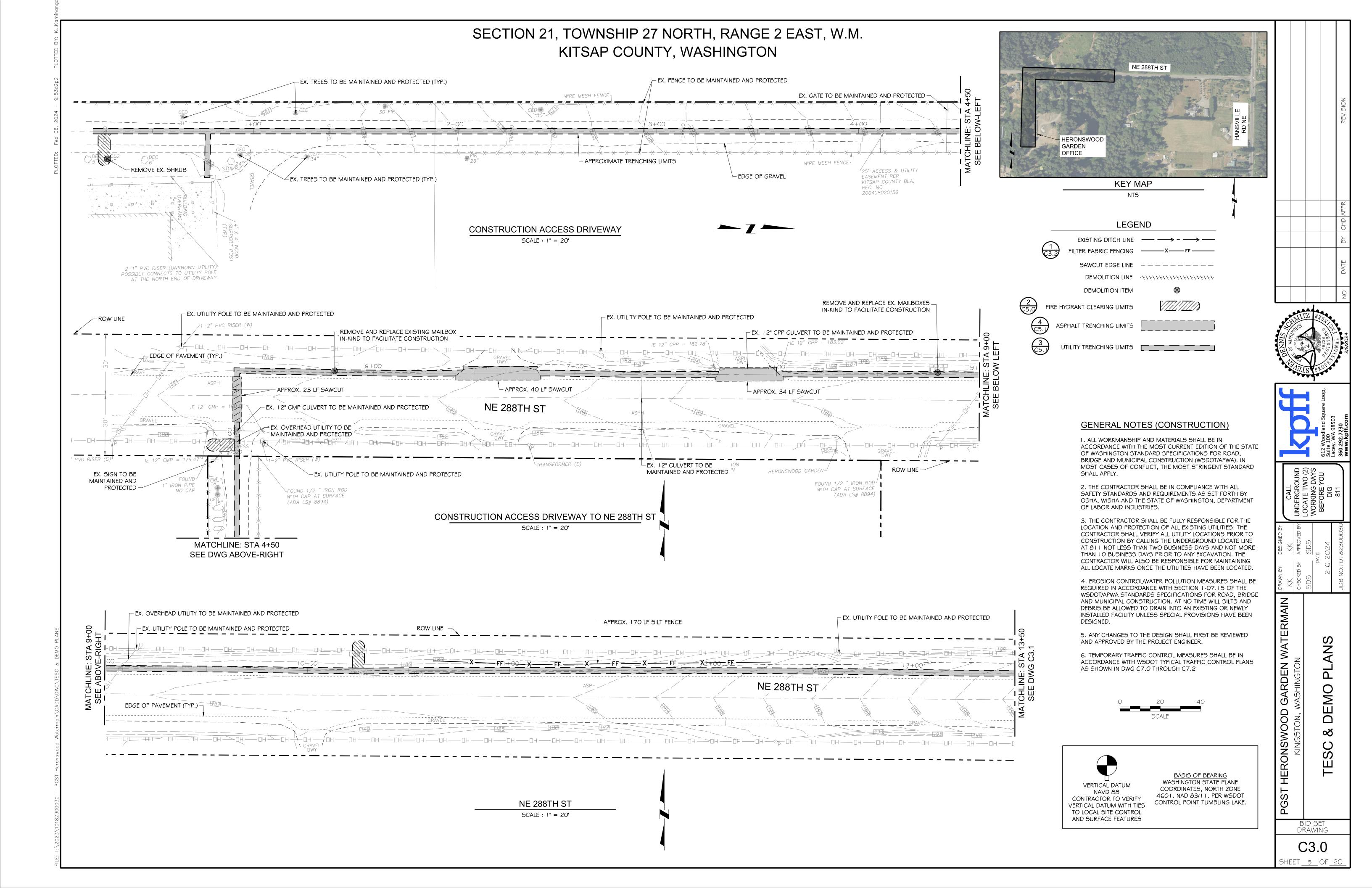
NAVD 88

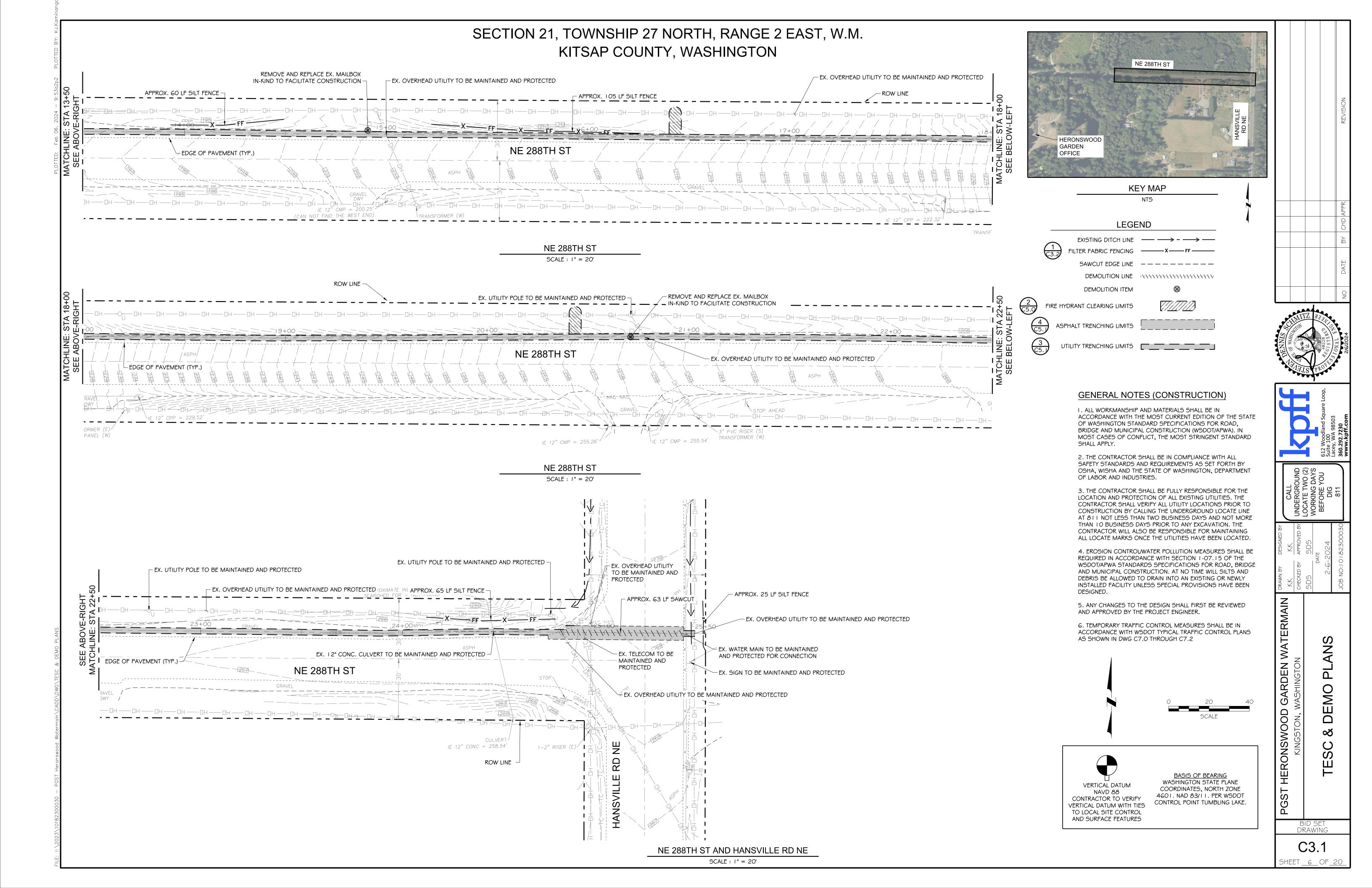
CONTRACTOR TO VERIFY

VERTICAL DATUM WITH TIES TO LOCAL SITE CONTROL

AND SURFACE FEATURES

DRAWING



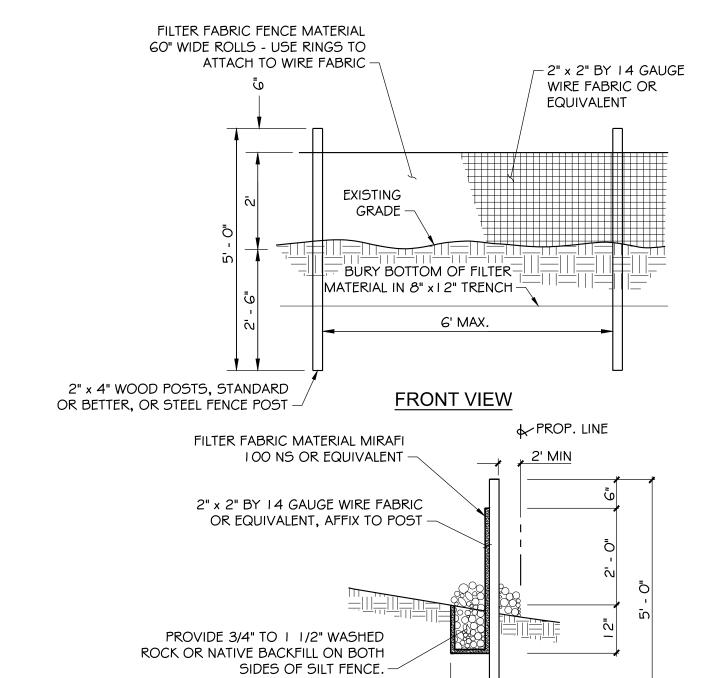


### TEMPORARY EROSION AND SEDIMENT CONTROL NOTES

- I. THE IMPLEMENTATION OF THIS TEMPORARY EROSION SEDIMENT CONTROL (TESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G. SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES).
- 2. THE IMPLEMENTATION OF THESE TESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE TESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
- 3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
- 4. THE TESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
- 5. THE TESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE TESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
- 6. THE TESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
- 7. THE TESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 48 HOURS FOLLOWING A MAJOR STORM EVENT. (> I " IN 24 HOURS)
- 8. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.
- 9. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE
- 10. DURING THE WET SEASON, NOVEMBER TO MARCH, ALL DISTURBED SOILS SHALL BE STABILIZED WITHIN 48 HOURS AFTER STOP OF WORK. EROSION CONTROL MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, COVERING THE EFFECTED AREA, INCLUDING SPOIL PILES, WITH PLASTIC SHEETING, STRAW MATTING, JUTE MATTING, STRAW MULCH, OR WOOD CHIPS. SEEDING OF THE DISTURBED AREAS SHALL TAKE PLACE AS WEATHER PERMITS.
- II. ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS, THAT OCCUR ON SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER.
- I 2. MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES AND OTHER ACTIVITIES WHICH MAY RESULT IN DISCHARGE OR SPILLAGE OF POLLUTANTS TO THE GROUND OR INTO STORMWATER RUNOFF MUST BE CONDUCTED USING SPILL PREVENTION MEASURES, SUCH AS DRIP PANS.
- 12.1 REPORT ALL GROUND SPILLS TO ECOLOGY WITHIN 90 DAYS.
- 12.2 REPORT ALL SPILLS TO WATER IMMEDIATELY. CALL NATIONAL RESPONSE CENTER AT 1-800-424-8802 AND WASHINGTON EMERGENCY MANAGEMENT DIVISION AT 1-800-258-5990.

### **GENERAL NOTES (CONSTRUCTION)**

- I. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION (WSDOT/APWA). IN MOST CASES OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.
- 2. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH ALL SAFETY STANDARDS AND REQUIREMENTS AS SET FORTH BY OSHA, WISHA AND THE STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES.
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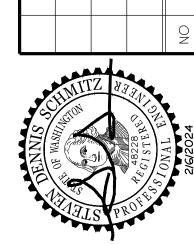
2" x 4" WOOD POST OR STEEL FENCE POST

SIDE VIEW

### SILT FENCES:

- I. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY FASTENED AT BOTH ENDS TO POST.
- 2. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 30 INCHES).
- 3. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 8 INCHES WIDE AND 12 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
- 4. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST I INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
- 5. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 20 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
- 6. WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING IS USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ABOVE NOTES APPLYING.
- 7. SILT FENCES SHALL NOT BE REMOVED BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
- 8. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.







CALL
UNDERGROUND
LOCATE TWO (2)
WORKING DAYS
BEFORE YOU
DIG

 DRAWN BY
 DESIGNED BY

 KK
 KK

 CHECKED BY
 APPROVED B

 SDS
 SDS

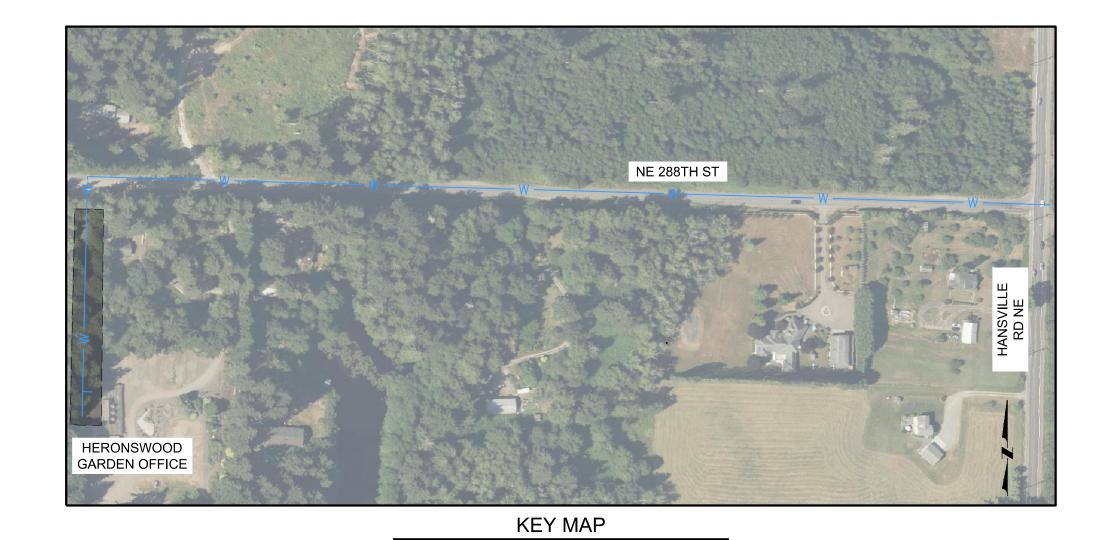
 DATE
 2-6-2024

KINGSTON, WASHINGTON

& DEMO NOTES & DETA

BID SET DRAWING

**C3.2** 

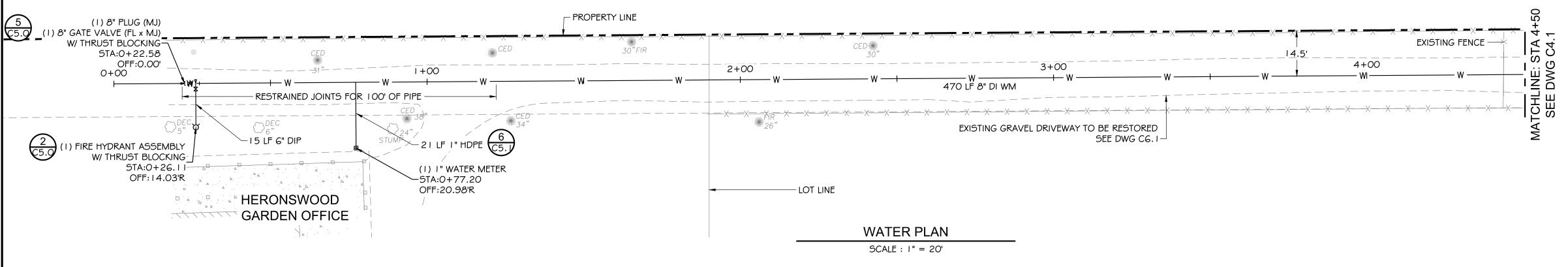


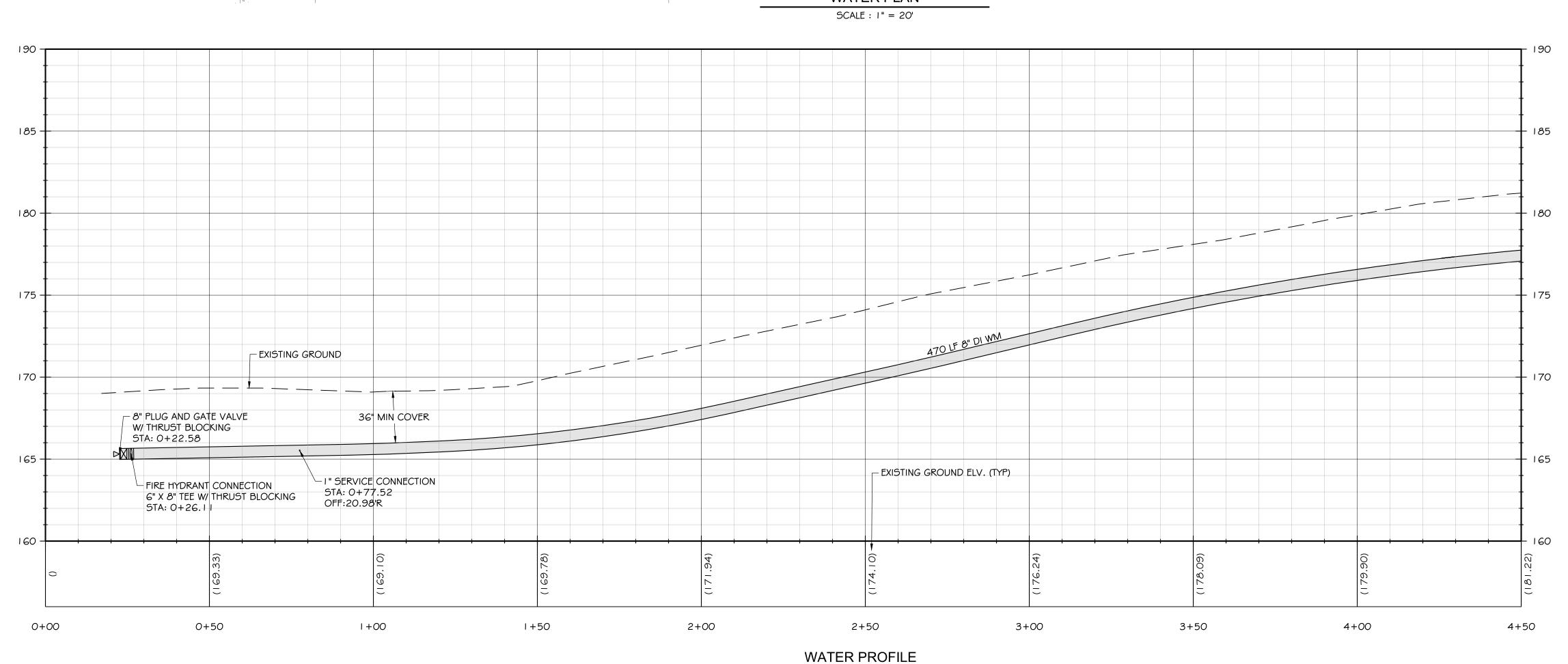
SCALE : I" = 200'

LEGEND WATER LINE WATER GATE VALVE WATER TEE W/ THRUST BLOCKING FIRE HYDRANT ASSEMBLY WATER CAP / PLUG WATER METER (SINGLE) WATER SEPARATION AIR-VACUUM RELIEF ASSEMBLY

### **NOTES**

- I. ALL CONCRETE THRUST BLOCKING PER KPUD STANDARDS. SEE DETAIL 4 ON DWG C5.0
- 2. SINGLE SERVICE CONNECTION PER KPUD STANDARDS. SEE DETAIL 6 ON DWG C5.1
- 3. CONNECTION REQUIREMENTS PER KPUD STANDARDS. SEE DETAIL 7 ON DWG C5.1
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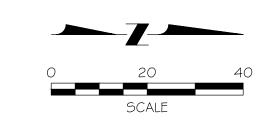




HORZ SCALE : I" = 20' - VERT SCALE : I" = 4'

### **GENERAL NOTES (CONSTRUCTION)**

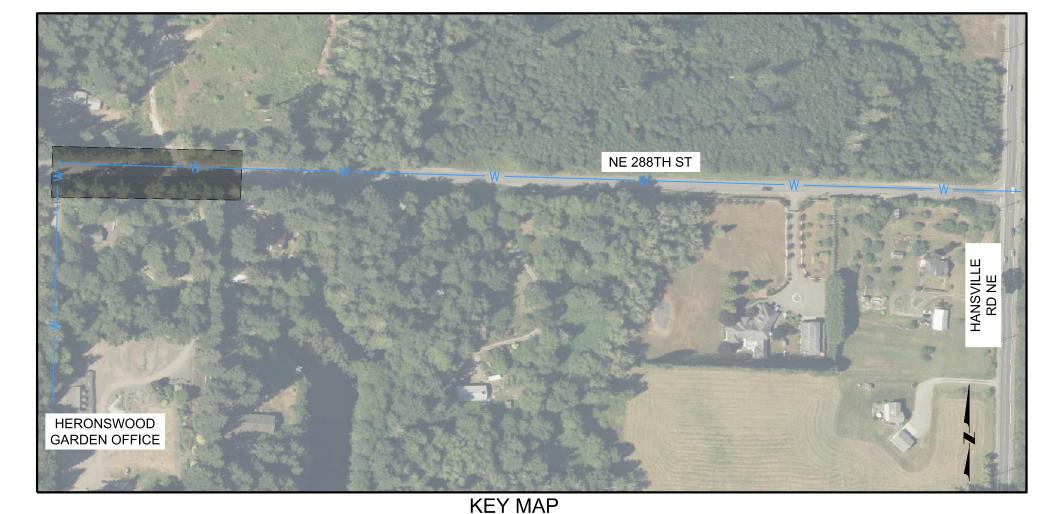
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VERTICAL DATUM NAVD 88 CONTRACTOR TO VERIFY VERTICAL DATUM WITH TIES TO LOCAL SITE CONTROL AND SURFACE FEATURES

BASIS OF BEARING WASHINGTON STATE PLANE COORDINATES, NORTH ZONE 4601. NAD 83/11. PER WSDOT CONTROL POINT TUMBLING LAKE.

DRAWING



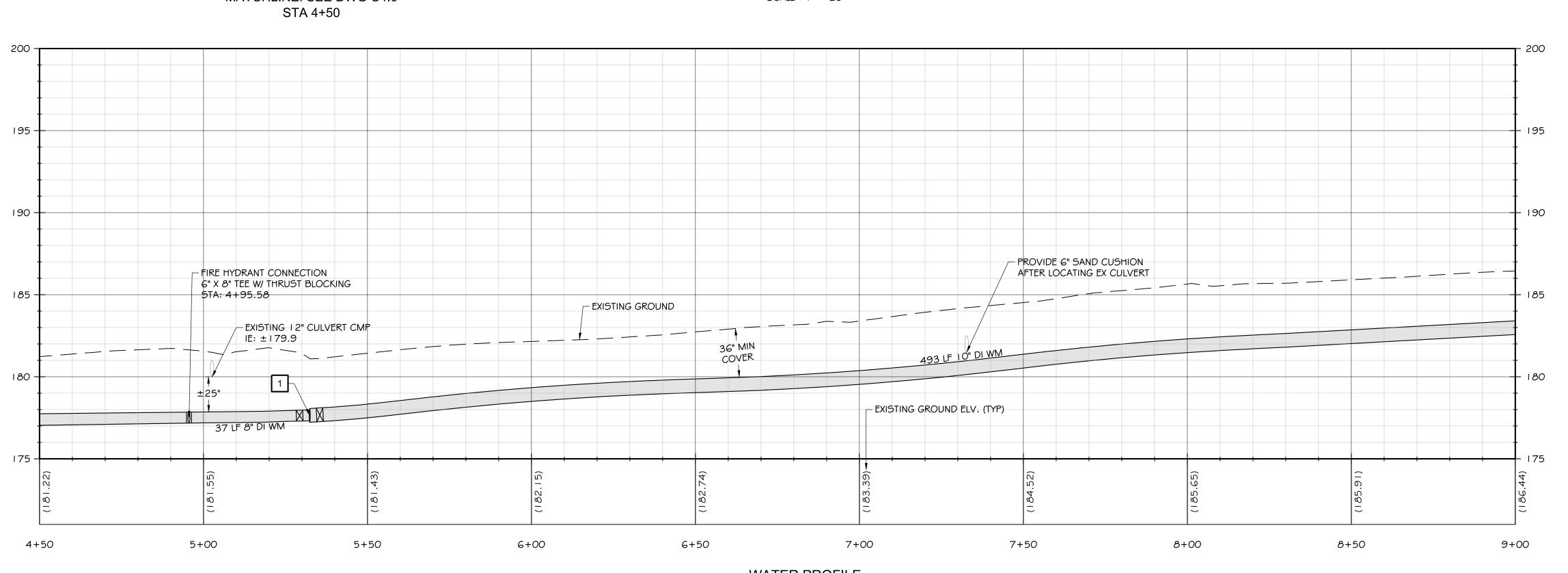
SCALE : I" = 200'

	LEGEND		
	WATER LINE	w	
	WATER GATE VALVE	M	
W	ATER TEE W/ THRUST BLOCKING	1 <u>v</u> 1	
	FIRE HYDRANT ASSEMBLY	<b>Q</b> —₩ <u>-</u>	
	WATER CAP / PLUG	]	
	WATER METER (SINGLE)	<b>B</b>	
	WATER SEPARATION	1	
	AIR-VACUUM RELIEF ASSEMBLY	*	

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### RIGHT OF WAY LINE (1) 10" (FL) x 10" (FL) x 8" (FL) TEE 5 (2) 10" GATE VALVES (FL x MI) (2) IO" GATE VALVES (FL x MJ) T(1) 8" GATE VALVE (FL x MJ) W/ THRUST BLOCKING (1) 10" PLUG (MJ) W/ THRUST BLOCKING STA:5+32.40 STA:5+32.40-\ OFF:0.00' OFF:4.00'L 493 LF 10" DI WM CULVERT FIELD LOCATED -RESTRAINED JOINTS FOR 100' OF PIPE CONTRACTOR TO VERIFY INVERTS 3' (TYP.) 2 (1) FIRE HYDRANT ASSEMBLY W/ THRUST BLOCKING NE 288TH ST -37 LF 8" DI WM STA:4+95.58-- EXISTING 12" CMP CULVERT OFF: I 2.00'L 12 LF 6" DIP -PROPERTY LINE -WATER PLAN MATCHLINE: SEE DWG C4.0 SCALE : I'' = 20'

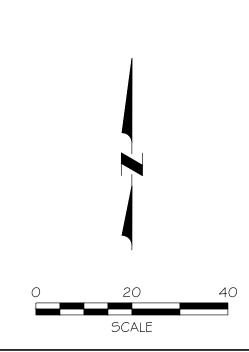


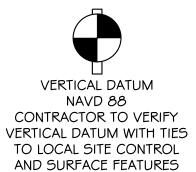
WATER PROFILE

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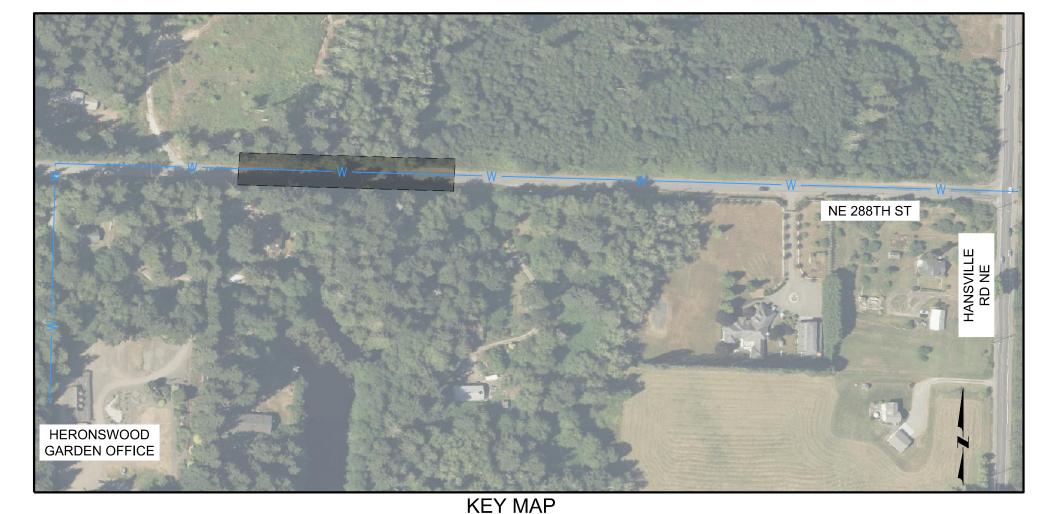




BASIS OF BEARING
WASHINGTON STATE PLANE
COORDINATES, NORTH ZONE
4601. NAD 83/11. PER WSDOT
CONTROL POINT TUMBLING LAKE.

PGST HERONSWOOD GARD

C4.1



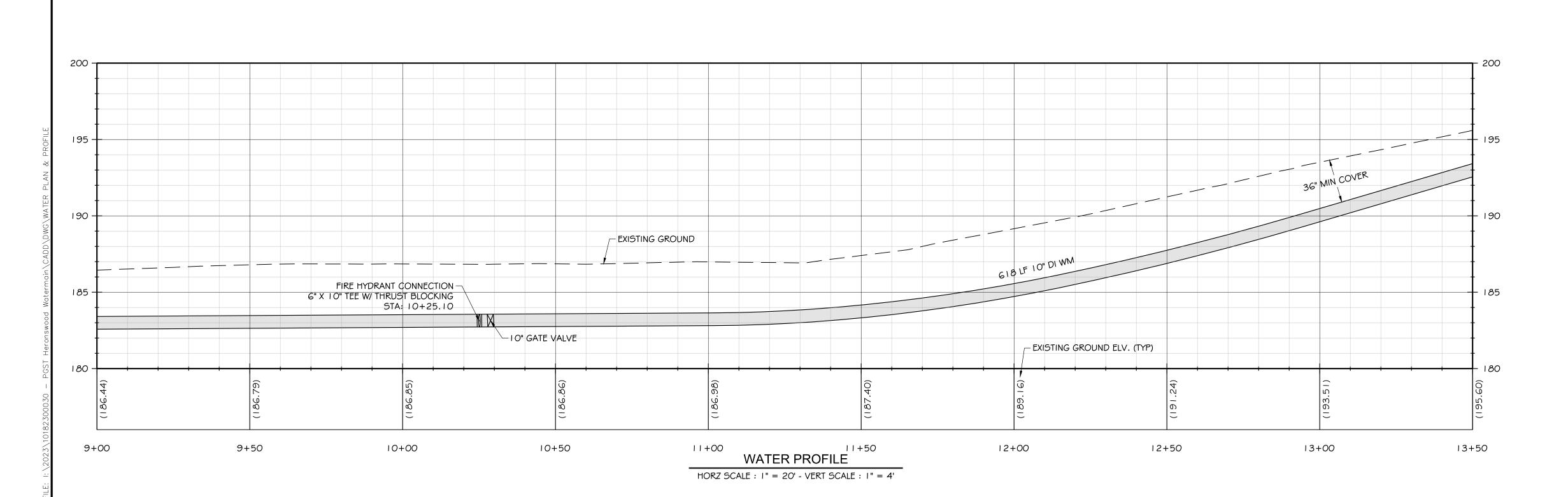
SCALE : I" = 200'

LEGEND		
WATER LINE	w	
WATER GATE VALVE	M	
WATER TEE W/ THRUST BLOCKING	1 <u>V</u> 1	
FIRE HYDRANT ASSEMBLY	<b>Q</b> —₩ <u>-</u>	
WATER CAP / PLUG	]	
WATER METER (SINGLE)	•	
WATER SEPARATION		
AIR-VACUUM RELIEF ASSEMBLY	Ö	

### NOTES

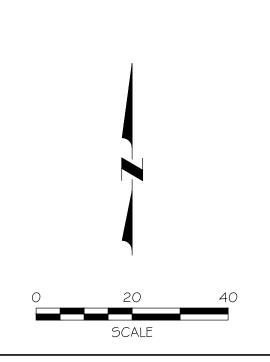
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### RIGHT OF WAY LINE W/ THRUST BLOCKING\_ STA:10+25.10 OFF: I 2.00'L -12 LF 6" DIP 10+00 5 (1) 10" GATE VALVE (FL x MJ) STA:10+28.74 NE 288TH ST WATER PLAN SCALE : I'' = 20'



### GENERAL NOTES (CONSTRUCTION)

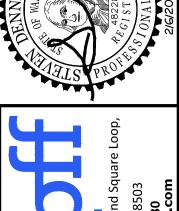
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AND SURFACE FEATURES

<u>BASIS OF BEARING</u> WASHINGTON STATE PLANE COORDINATES, NORTH ZONE 4601. NAD 83/11. PER WSDOT CONTROL POINT TUMBLING LAKE.





DRAWING

# SECTION 21, TOWNSHIP 27 NORTH, RANGE 2 EAST, W.M. KITSAP COUNTY, WASHINGTON NOTES I. ALL CONCRETE THRUST BLOCKING PER KPUD STANDARDS. SEE DETAIL 4 ON DWG C5.0 2. SINGLE SERVICE CONNECTION PER KPUD STANDARDS. SEE DETAIL 6 ON DWG C5.1 3. CONNECTION REQUIREMENTS PER KPUD STANDARDS. SEE DETAIL 7 ON DWG C5. I 4. LOCATION OF WATER MAIN UTILITY ON COUNTY ROADS PER KPUD STANDARDS. SEE DETAIL 8 ON DWG C5. I 5. STANDARD TRENCHING AND RESTORATION PER KPUD STANDARDS. SEE DETAIL 9 ON DWG C5. I STA:16+43.10 OFF: I 2.00'L -12 LF 6" DIP 16+00 17+00 401 LF 10" DI WM EDGE OF ASPHALT ) 2" AIR-VAC ASSEMBLY STA:16+39.10 OFF:0.00'-NE 288TH ST AIR-VACUUM RELIEF ASSEMBLY WATER PLAN SCALE : I" = 20' BEEN LOCATED. 1 2" AIR-VAC ASSEMBLY CONNECTION STA: 16+39.10 EXISTING GROUND - I O" GATE VALVE FIRE HYDRANT CONNECTION -6" X 10" TEE W/ THRUST BLOCKING

STA:16+43.10

- EXISTING GROUND ELV. (TYP)

16+50

17+00

17+50

16+00

WATER PROFILE

HORZ SCALE : I" = 20' - VERT SCALE : I" = 4'

13+50

14+00

14+50

15+00

15+50

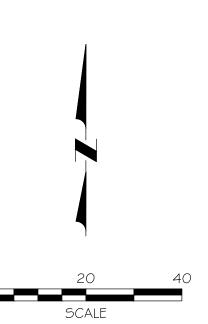


SCALE : I" = 200'

LEGE	END	
WATER LINE	——— W ———	
WATER GATE VALVE	M	
WATER TEE W/ THRUST BLOCKING	1 <u>▼</u> 1	
FIRE HYDRANT ASSEMBLY	<b>Q</b> —₩ <u>-</u> -	
WATER CAP / PLUG	]	
WATER METER (SINGLE)	<b>H</b>	
WATER SEPARATION	I	

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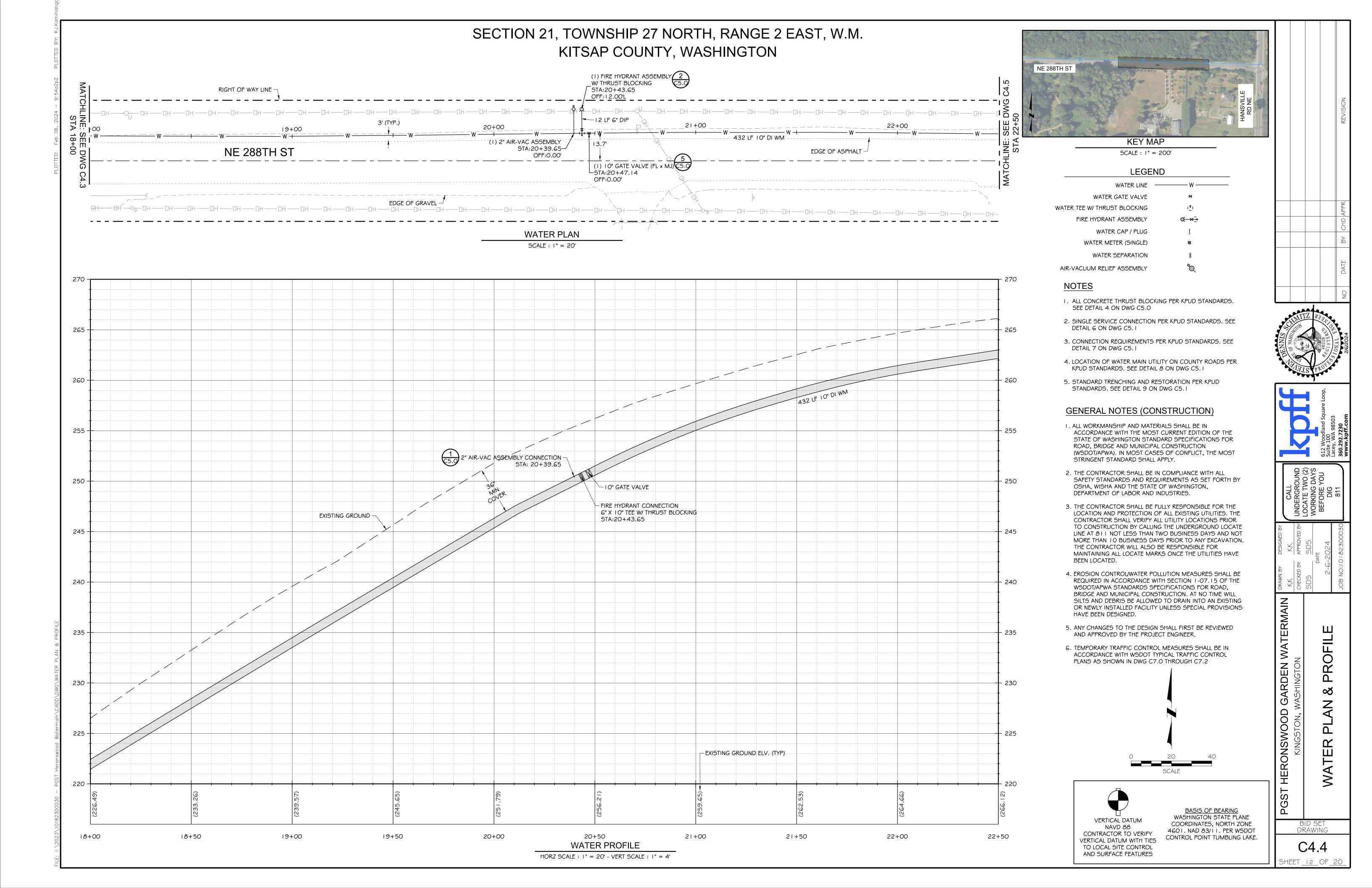
18+00

BASIS OF BEARING WASHINGTON STATE PLANE COORDINATES, NORTH ZONE 4601. NAD 83/11. PER WSDOT CONTROL POINT TUMBLING LAKE.



DRAWING

AND SURFACE FEATURES





LEGE	END
WATER LINE	w
WATER GATE VALVE	M
WATER TEE W/ THRUST BLOCKING	ı <u>▼</u> ı
FIRE HYDRANT ASSEMBLY	<b>Q</b> —₩ <u>-</u> -
WATER CAP / PLUG	]
WATER METER (SINGLE)	<b>8</b>
WATER SEPARATION	I
AIR-VACUUM RELIEF ASSEMBLY	<b>°</b> Q

### NOTES

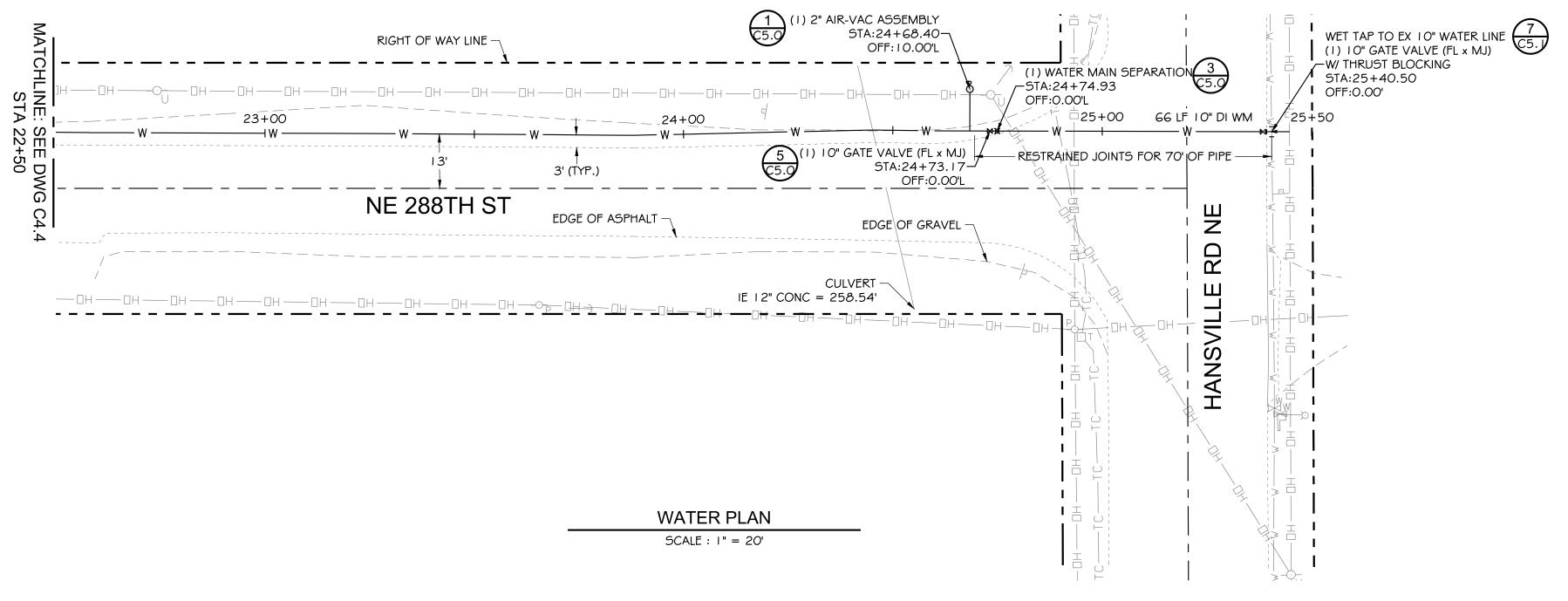
- I. ALL CONCRETE THRUST BLOCKING PER KPUD STANDARDS. SEE DETAIL 4 ON DWG C5.0
- 2. SINGLE SERVICE CONNECTION PER KPUD STANDARDS. SEE DETAIL 6 ON DWG C5. I
- 3. CONNECTION REQUIREMENTS PER KPUD STANDARDS. SEE DETAIL 7 ON DWG C5.1
- 4. LOCATION OF WATER MAIN UTILITY ON COUNTY ROADS PER KPUD STANDARDS. SEE DETAIL 8 ON DWG C5. I
- 5. STANDARD TRENCHING AND RESTORATION PER KPUD STANDARDS. SEE DETAIL 9 ON DWG C5. I

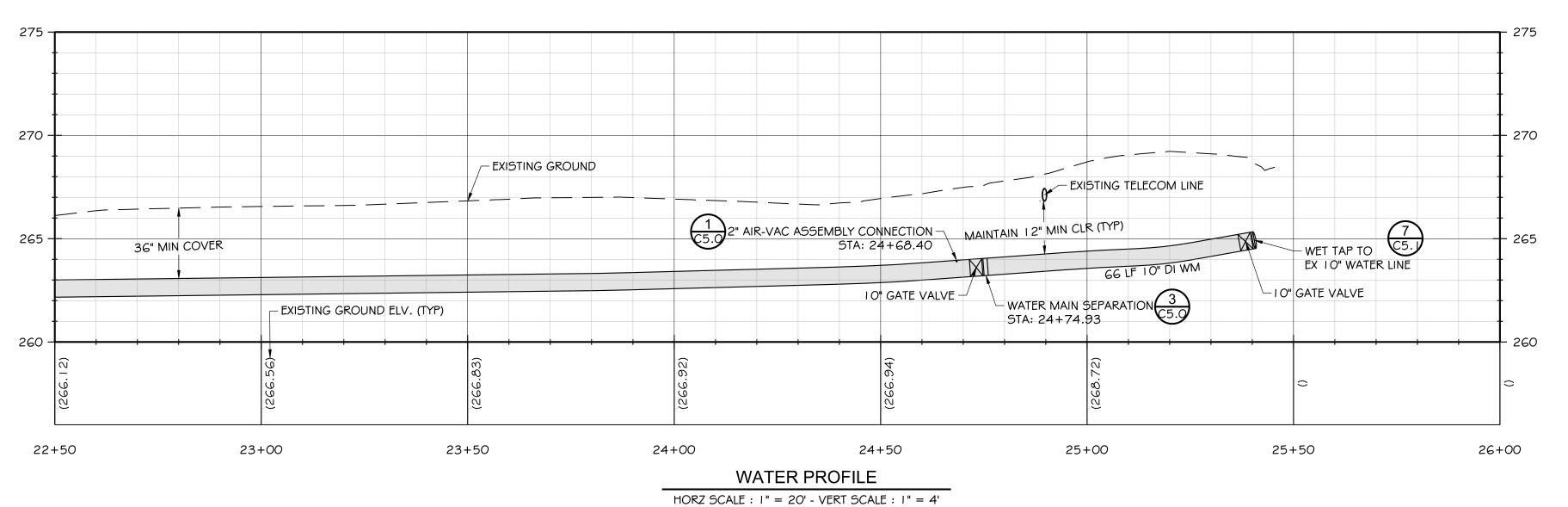
### NOTES (CONSTRUCTION AT INTERSECTION):

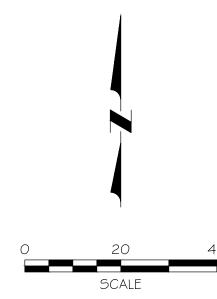
- I. ALL CONSTRUCTION AT INTERSECTION OF HANSVILLE RD NE AND NE 288TH ST SHALL BE CONDUCTED AT NIGHTS, UNLESS OTHERWISE APPROVED BY ENGINEER.
- 2. ADDITIONAL INSPECTION FEE'S WILL APPLY TO AFTER HOURS WORK.

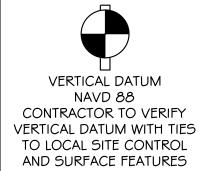
### **GENERAL NOTES (CONSTRUCTION)**

- I. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION (WSDOT/APWA). IN MOST CASES OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.
- 2. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH ALL SAFETY STANDARDS AND REQUIREMENTS AS SET FORTH BY OSHA, WISHA AND THE STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES.
- 3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT 811 NOT LESS THAN TWO BUSINESS DAYS AND NOT MORE THAN 10 BUSINESS DAYS PRIOR TO ANY EXCAVATION. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR MAINTAINING ALL LOCATE MARKS ONCE THE UTILITIES HAVE BEEN LOCATED.
- 4. EROSION CONTROLWATER POLLUTION MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH SECTION 1-07.15 OF THE WSDOT/APWA STANDARDS SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION. AT NO TIME WILL SILTS AND DEBRIS BE ALLOWED TO DRAIN INTO AN EXISTING OR NEWLY INSTALLED FACILITY UNLESS SPECIAL PROVISIONS HAVE BEEN DESIGNED.
- 5. ANY CHANGES TO THE DESIGN SHALL FIRST BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER.
- 6. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WSDOT TYPICAL TRAFFIC CONTROL PLANS AS SHOWN IN DWG C7.0 THROUGH C7.2

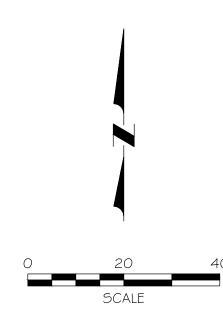


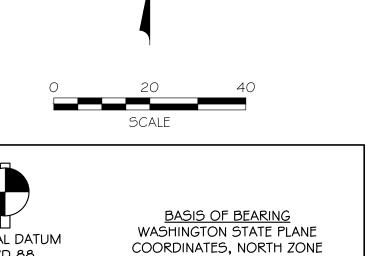






BASIS OF BEARING WASHINGTON STATE PLANE COORDINATES, NORTH ZONE 4601. NAD 83/11. PER WSDOT CONTROL POINT TUMBLING LAKE.

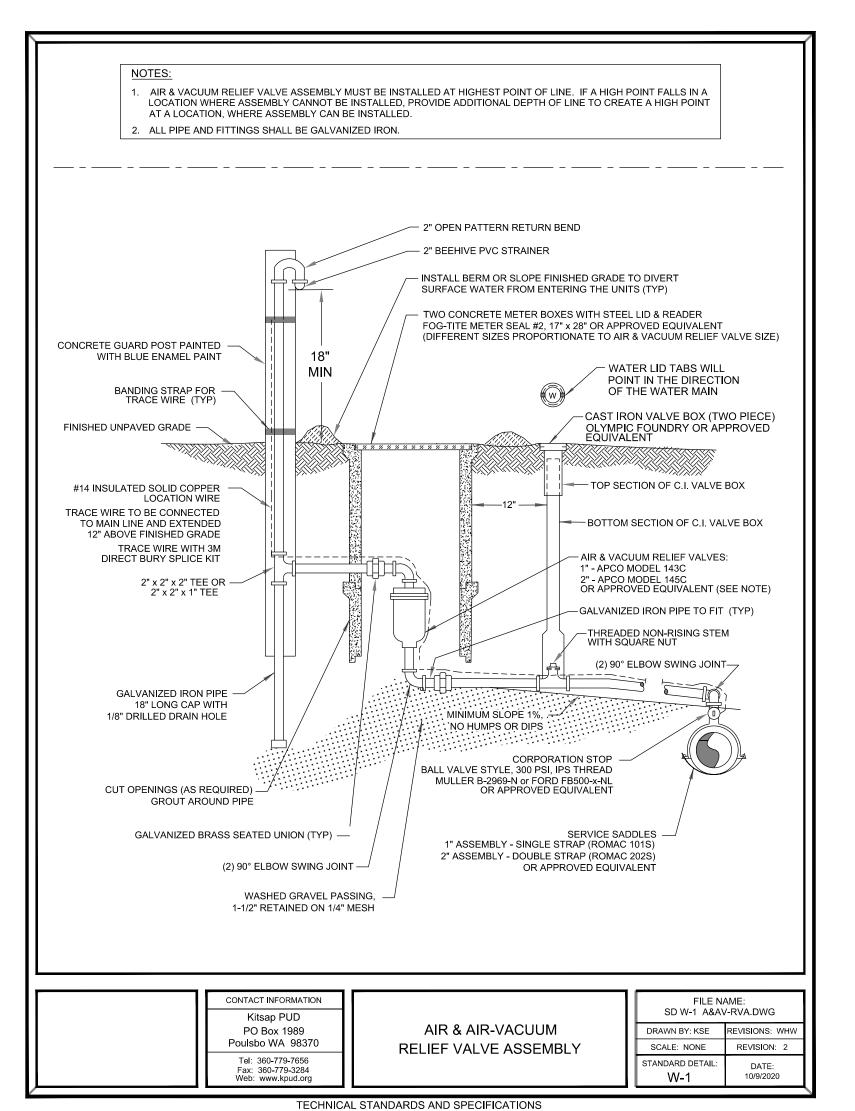




**KEY MAP** SCALE : I" = 200'



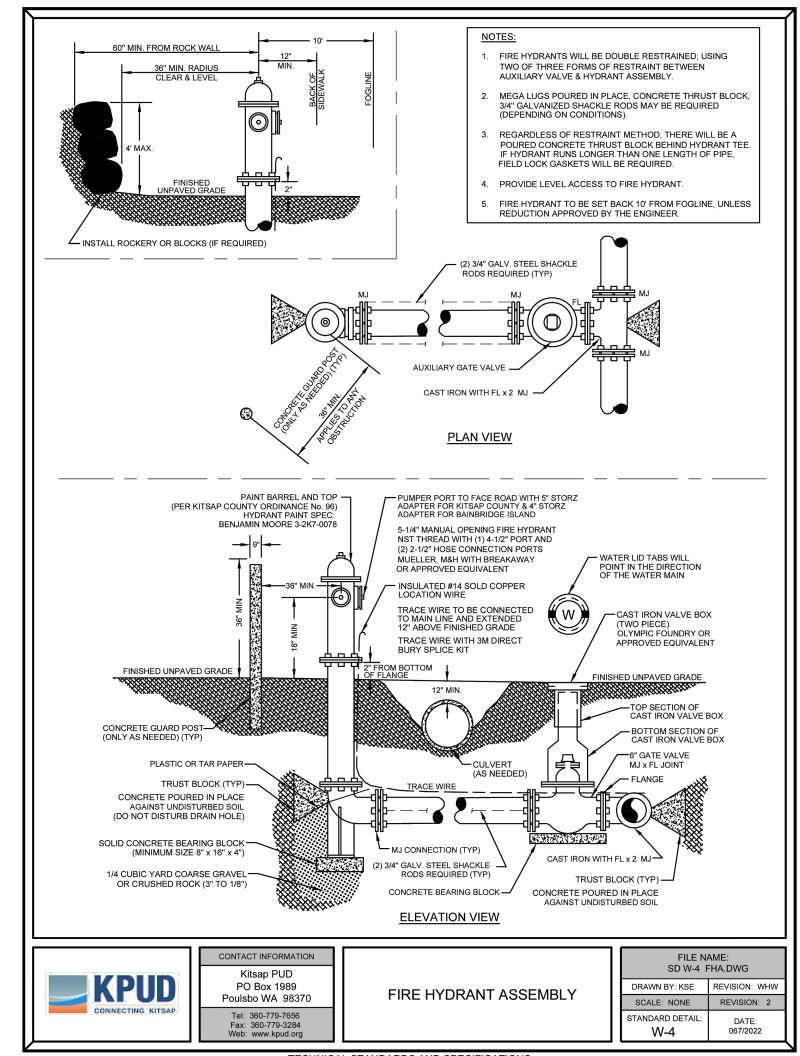
BID SET DRAWING C4.5

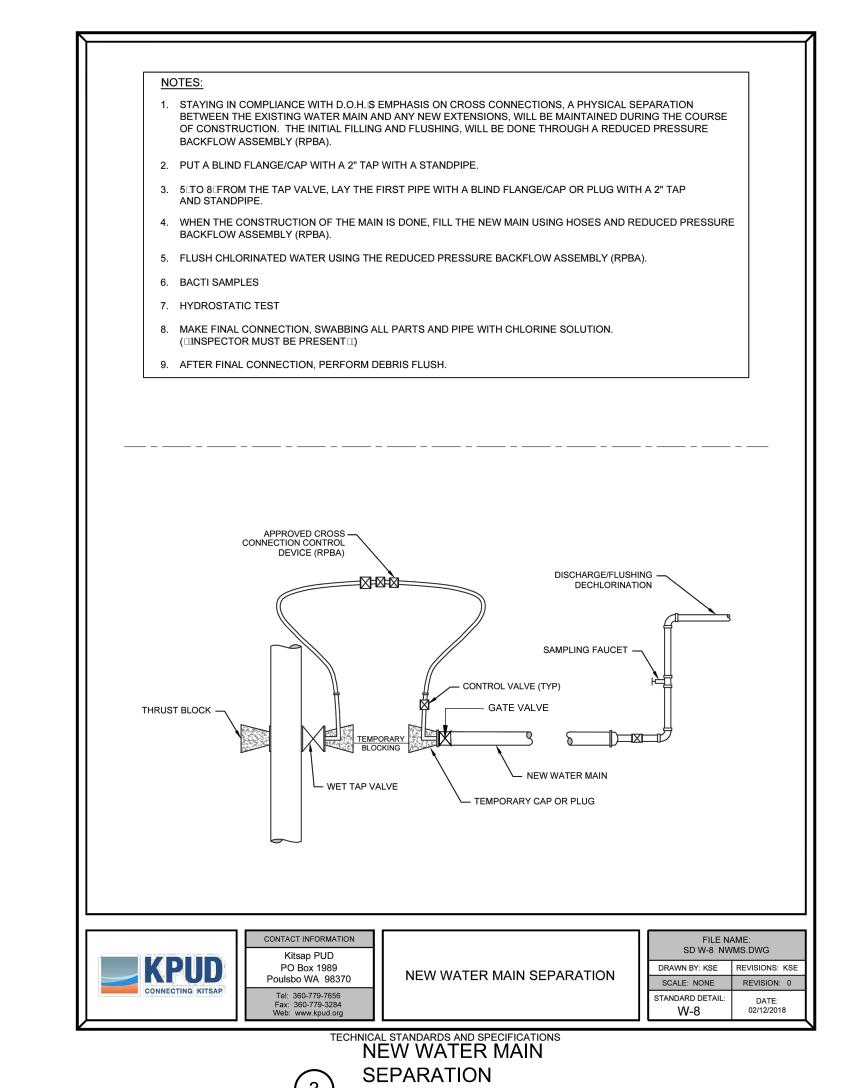


AIR-VACUUM RELIEF

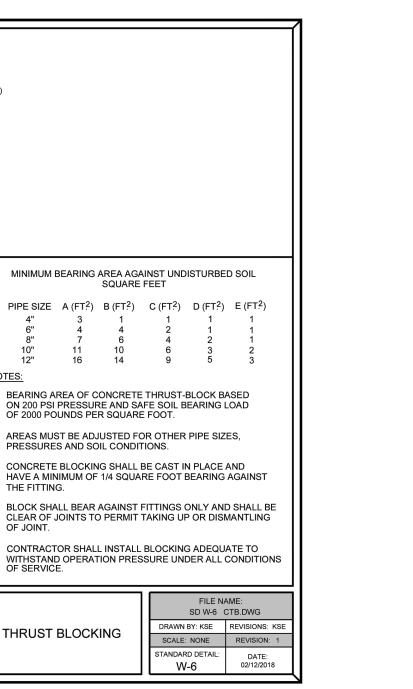
VALVE ASSEMBLY

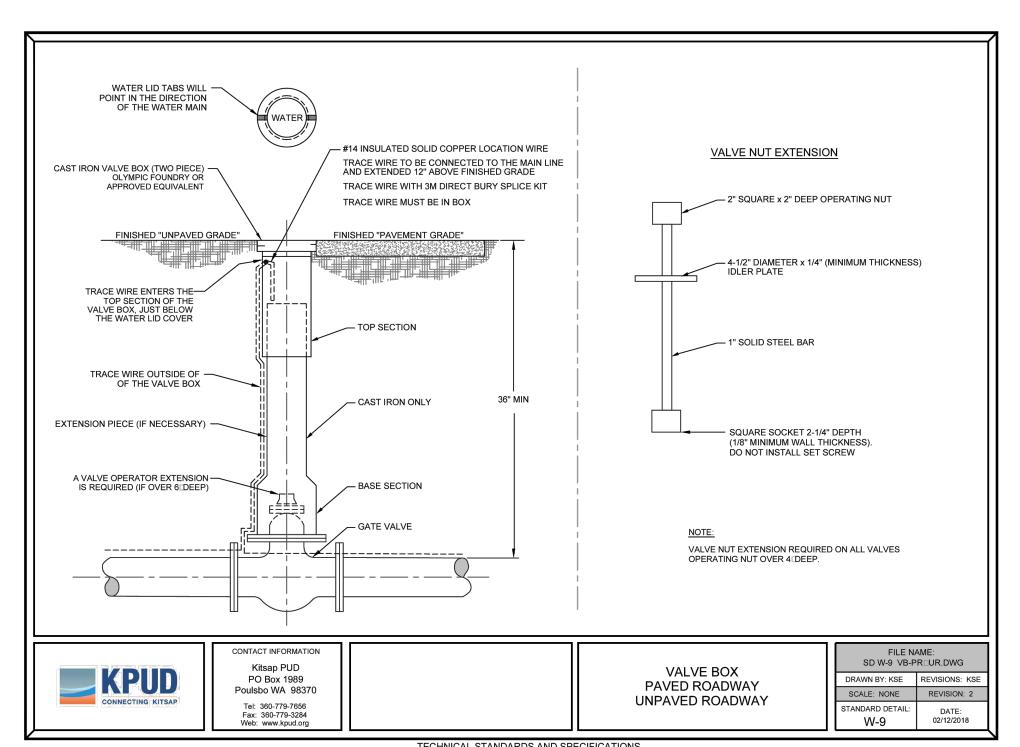
11-1/4° BEND











TECHNICAL STANDARDS AND SPECIFICATIONS
VALVE BOX PAVED/UNPAVED

ROADWAY

SCALE: N.T.S.

ERONSWOOD GARDEN WAT KINGSTON, WASHINGTON

BID SET DRAWING

**C5.0**SHEET <u>14</u> OF <u>2</u>

CONTACT INFORMATION

Kitsap PUD
PO Box 1989
Poulsbo WA 98370

Tel: 360-779-7656
Fax: 360-779-3284
Web: www.kpud.org

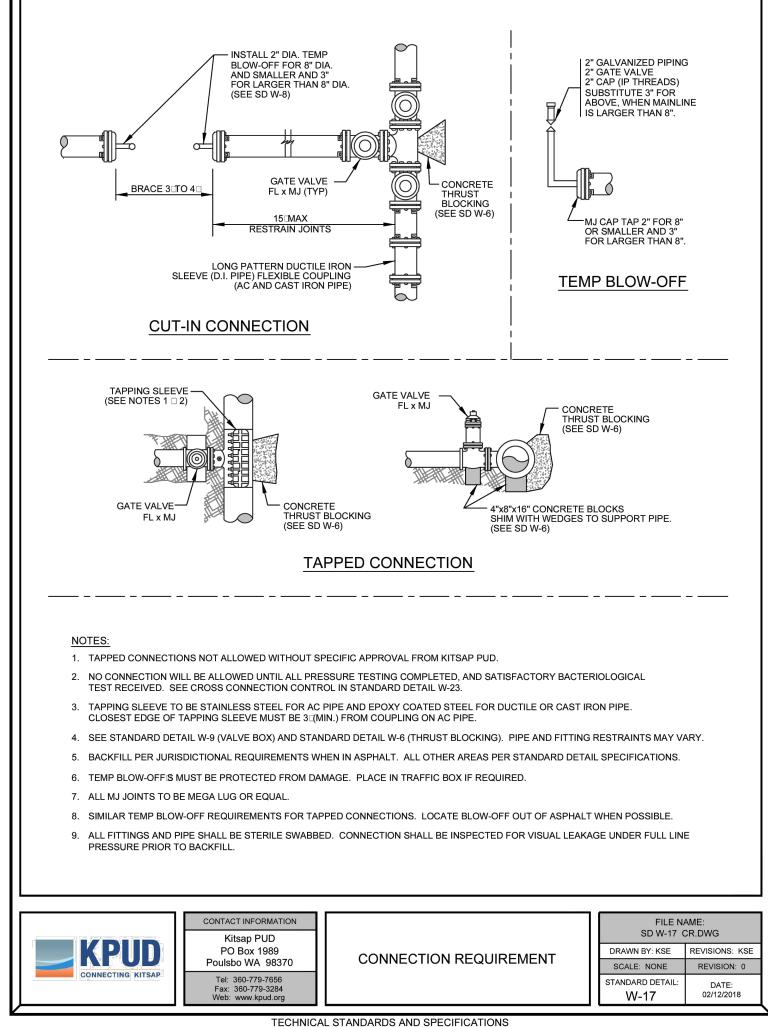
GATE VALVE (AS REQUIRED BY ENGINEER)

TECHNICAL STANDARDS AND SPECIFICATIONS
CONCRETE THRUST

BLOCKING

SCALE: N.T.S.

2 - 1" Ø RODS

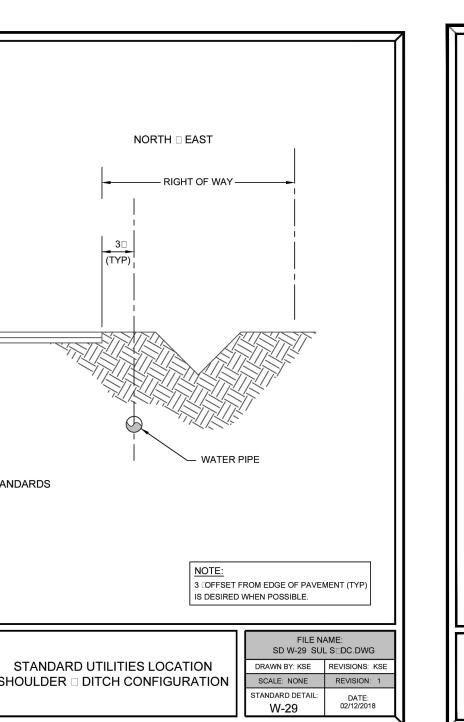


TECHNICAL STANDARDS AND SPECIFICATION

CONNECTION

REQUIREMENT

5CALE: N.T.S.



. THE DISTRICT'S RESPONSIBILITY "ENDS" AT THE METER BOX.

NON-TRAFFIC LOCATIONS:

INSULATED # 14 SOLID COPPER TRACE WIRE —

TRACE WIRE MUST BE IN BOX

BALL VALVE STYLE, 300 PSI, IPS THREAD

MULLER B-2969-N or FORD FB500-x-NL OR APPROVED EQUIVALENT

CONTACT INFORMATION

Kitsap PUD

PO Box 1989 Poulsbo WA 98370

Tel: 360-779-7656 Fax: 360-779-3284

SOUTH 

WEST

PO Box 1989

Poulsbo WA 98370

'ASSEMBLY - SINGLE STRAP (ROMAC 101S)

TRACE WIRE TO BE CONNECTED TO MAIN LINE

AND EXTENDED 12" ABOVE FINISHED GRADE

TRACE WIRE WITH 3M DIRECT BURY SPLICE KIT

FINISHED PAVEMENT GRADE

SERVICE SADDLES

PROPERTIES THAT HAVE PLANS FOR HOUSE FIRE SPRINKLERS, MUST BE SINGLE SERVICE CONNECTIONS WITH 1" SETTERS.

CARSON MSBCF 1324-12 PLASTIC BOX OR EQUIVALENT, DUCTILE IRON LID WITH METER READING LID FOR PRV APPLICATIONS.

CARSON 1419-12 PLASTIC BOX OR EQUIVALENT, PLASTIC LID WITH METER READING DOOR FOR PRV & NON PRV APPLICATIONS.

CARSON MSBCF 1118-12 PLASTIC BOX OR EQUIVALENT, DUCTILE IRON LID WITH VIEW READING DOOR FOR NON-PRV APPLICATIONS.

METER BOXES MUST HAVE A 1-3/4" DRILLED HOLE IN A CORNER OR TOUCH PAD ADAPTOR (NOT TO INTERFERE WITH METER OR PRV).

METER BOXES MUST HAVE A 1-3/4" DRILLED HOLE IN A CORNER OR TOUCH PAD ADAPTOR (NOT TO INTERFERE WITH METER OR PRV).

ANGLE METER VALVE

ANGLE METER CHECK VALVE -

METER BOX WITH

VIEW READING DOOR

APPROVED EQUIVALENT

SD W-12 SSC.DWG

RAWN BY: KSE REVISION: WHW

SCALE: NONE REVISION: 3

DATE: 6/7/2022

STANDARD DETAIL:

W-12

CUSTOMER SERVICE LINE

- 5/8" x 3/4" METER TO BE FURNISHED AND INSTALLED BY DISTRICT AT DEVELOPER'S EXPENSE

SENSUS METER OR APPROVED EQUIVALENT

PIPE SHALL BE SNAKED IN TRENCH

SINGLE SERVICE CONNECTION

SINGLE SERVICE

ROAD/STREET φ

KITSAP COUNTY ROAD DEPARTMENT STANDARDS

OR WSDOT STANDARDS

STANDARD UTILITIES

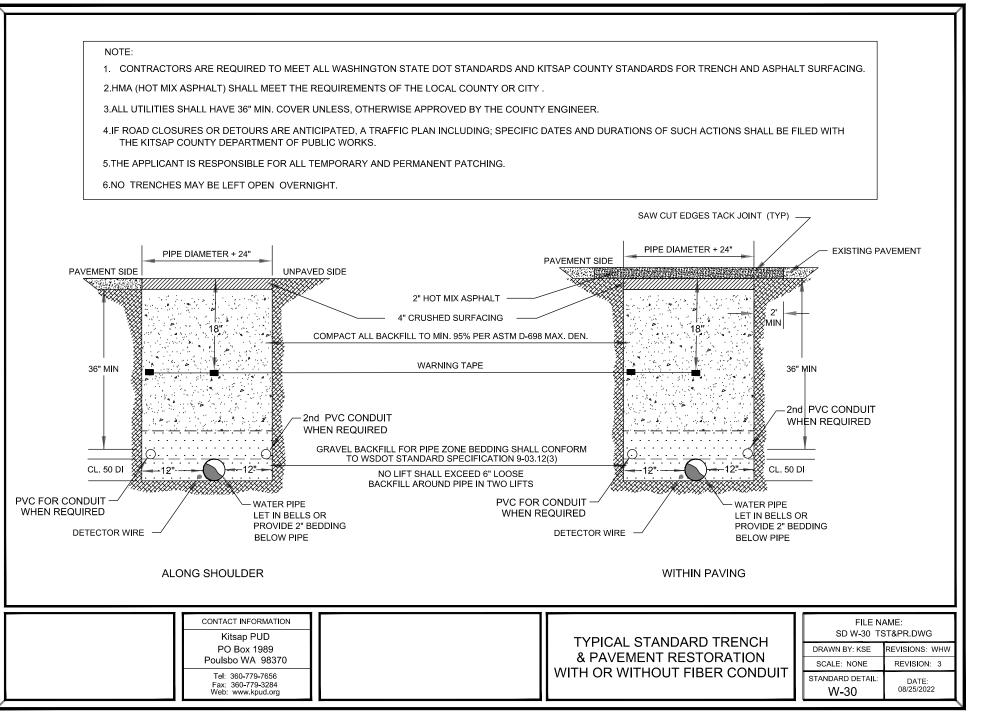
LOCATION

SCALE: N.T.S.

CONNECTION

SCALE: N.T.S.

LOCATION
NFIGURATION
SCA
STANE



TYP. STANDARD TRENCH & PAVEMENT RESTORATION

SCALE: N.T.S.

Water Distribution Notes: 3/17/2022 Revision

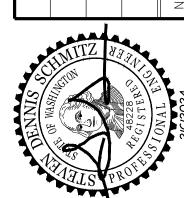
- I. All Materials And Workmanship Shall Conform To The Requirements Of AWWA, APWAWSDOT And The Kitsap PUD. The KPUD Standard Plans And Specifications Are Hereby; Adopted. Flushing, Dechlorinating, Bacterial Testing And Hydrostatic Testing Are Required On All Installations Per Section 7-09 WSDOT Standard Specifications. All Materials Are To Be NSF/ANSI Standard 61 Certified. All chemicals intended for potable use shall be NSF/ANSI 60 certified.
- 2. All 3" And Larger Pipe Shall Be Ductile Iron Pipe Thickness Class 50 And Cement Lined. Class 52 Will Be Used When Conditions Require Thicker Wall Pipe. IE: In Casing Under A Road. Maximun Deflection To Be Only One Half Of Mfg. Allowable. All 2" Pipe, Shall Be Iron Pipe Size High Density Polyethylene 47 I O (HDPE) DR 7 250 PSI With Fused Joints Or Brass Compression Fittings With Stainless Steel Inserts. KPUD May Require Higher Pressure Pipe At Their Discretion.
- 3. The Developer Shall Grade All Roads To Design Subgrade Elevation Before Installing Any KPUD Owned Underground Utilities. If The Developer Changes TheSubgrade Elevation After Completing Construction On Of Any Underground Utilities, The Developer Agrees To Raise Or Lower Subgrade Elevation, At No Cost To Kitsap PUD. The Minimum Cover For Water Mains Shall Be Three Feet And Shall Be Maintained At All Points. Minimum Clearance to Other Utilities to be 12" Unless Otherwise Approved. Minimum Clearance to Non-Potable Utilities Must Meet WSDOH/DOE Guidlines.
- 4. Installation Of Water Mains And Service Lines Shall Include: Locator Wire And Water Marking Tape To Be Buried Along The Entire Length Of The Pipe. Warning Tape Shall Be Installed Approximately 18" Below Grade. Locator Wire Is To Be 14 Gauge Solid Core Neoprene Or Larger And Shall Be Run To 12" Above Grade At Each Gate Valve, Hydrant Flange, Air Vac, Blow Off And Meter Box. All Splices In The Locator Wire Shall Be Made Using Direct Bury Splice Kits, Equal To 3M #DBR.
- All 2" To 12" Gate Valves Shall Be Resilient-seated Gate Valves, Conforming To AWWA C-509. Concrete Or Fiberglass Markers With "Water Stickers" With The Distance From Valve To Marker Written On The Back With Permanent Marker Are Required. Fittings Shall Be Flange or Mechanical Joint per AWWA C-110, C-111 or C-153Thrust Blocks or Joint Restraint using Mega-Lugs and Field-Loc Gaskets are required per Mfg. Guidlines Or As Required By KPUD.
- 6. Services Shall Be (I" Minimum) Iron Pipe Size High Density Polyethylene 47 I O(HDPE) DR 7 250 PSI Pipe Meeting ASTM D2737, Equal To Driscopipe 5 I OOAnd Shall Include A Corporation Stop On The Saddle At The Main.
- 7. The Contractor Shall Comply With All The Requirements Of The State And Local And Health Authorities And KPUD Specifications.
- 8. A Pre-con Meeting Will Be Required At The Kitsap PUD Office
- 3. Kitsap PUD Staff Must Be Present For Any Wet Tap, Intertie, Final Connection, Etc.... Contractor Shall Give A 48 Hour Notice In Writing Of Any Wet Tap, Intertie, Final Connection, Hydro Static Testing, Etc....
- 10. All Valves Connected Directly To Kitsap PUD Infrastructure Shall Have A Locking Plug Installed And Can Only Be
  Operated By Kitsap PUD Staff
- II. The Contractor Is Prohibited From Operating Any Valve Connected Directly To Existing Kitsap PUD Infrastructure. The Contractor May Operate Valves Within The Scope Of Their Work. IE: Contractor May Operate Valves On The Newly Installed System To Isolate Pipe Runs In Order To Find A Leak During Pressure Testing.
- 12. The Road And Structure Locations Shown Are Approximate And Intended To Show The Relative Location On The Proposed Water System Only.
- I 3. All Locations Of Existing Utilities Are Approximate And It Shall Be The Responsibility Of The Contractor To Verify The Exact Location To Avoid Damage Or Disturbance. The Contractor Shall Call 8 | I For Underground Locates. Ground Will Not Be Broken Until All Underground Utilities Have Been Located. The Contractor Shall Then Pot Hole By Hand All Locate Utilities. The Contractor Is Required To Photograph The Locate Paint And The Actual Locations After Pot Holing And Shall Share These Photographs With Kitsap PUD Staff When Requested.

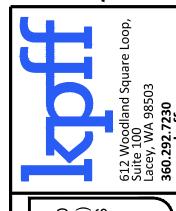
PUD	Kitsap PUD PO Box 1989 Poulsbo WA 98370 (360) 779-7656	DISTRIBUTION NOTES	FILE NAME:	STANDARD DETAIL:	REVISION: 5
			SD W-DN DISTRIBUTION NOTES.DWG	W-DN	DATE: 03/02/2020

WATER DISTRIBUTION NOTES

TECHNICAL STANDARDS AND SPECIFICATIONS

NO DATE BY CHD APPR





CALL
JNDERGROUND
OCATE TWO (2)
WORKING DAYS
BEFORE YOU
DIG

KK KK KK KK CHECKED BY APPROVED BY SDS SDS DATE 2-6-2024

TON, WASHINGTON

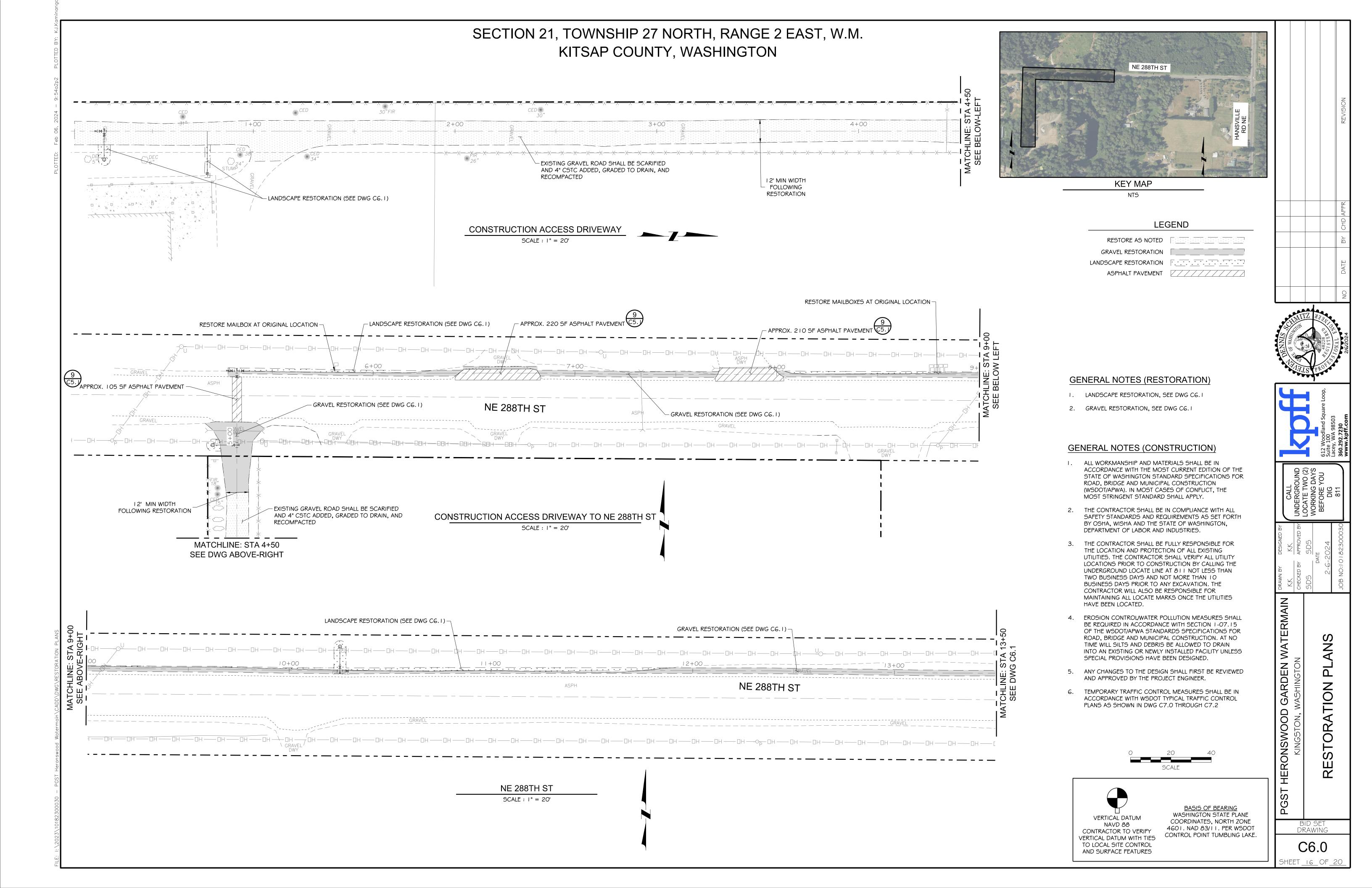
TON, WASHINGTON

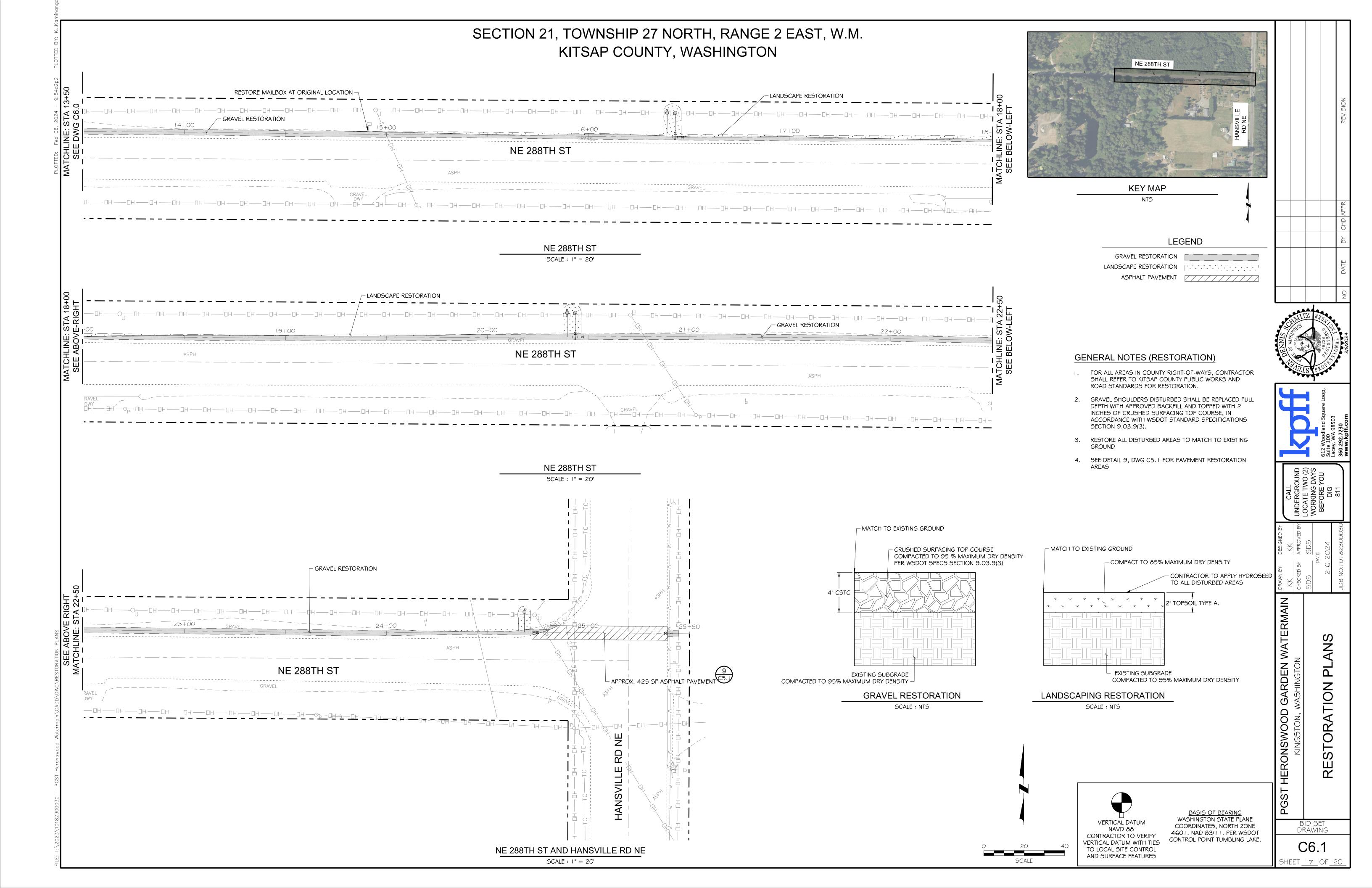
MATER DETAILS &

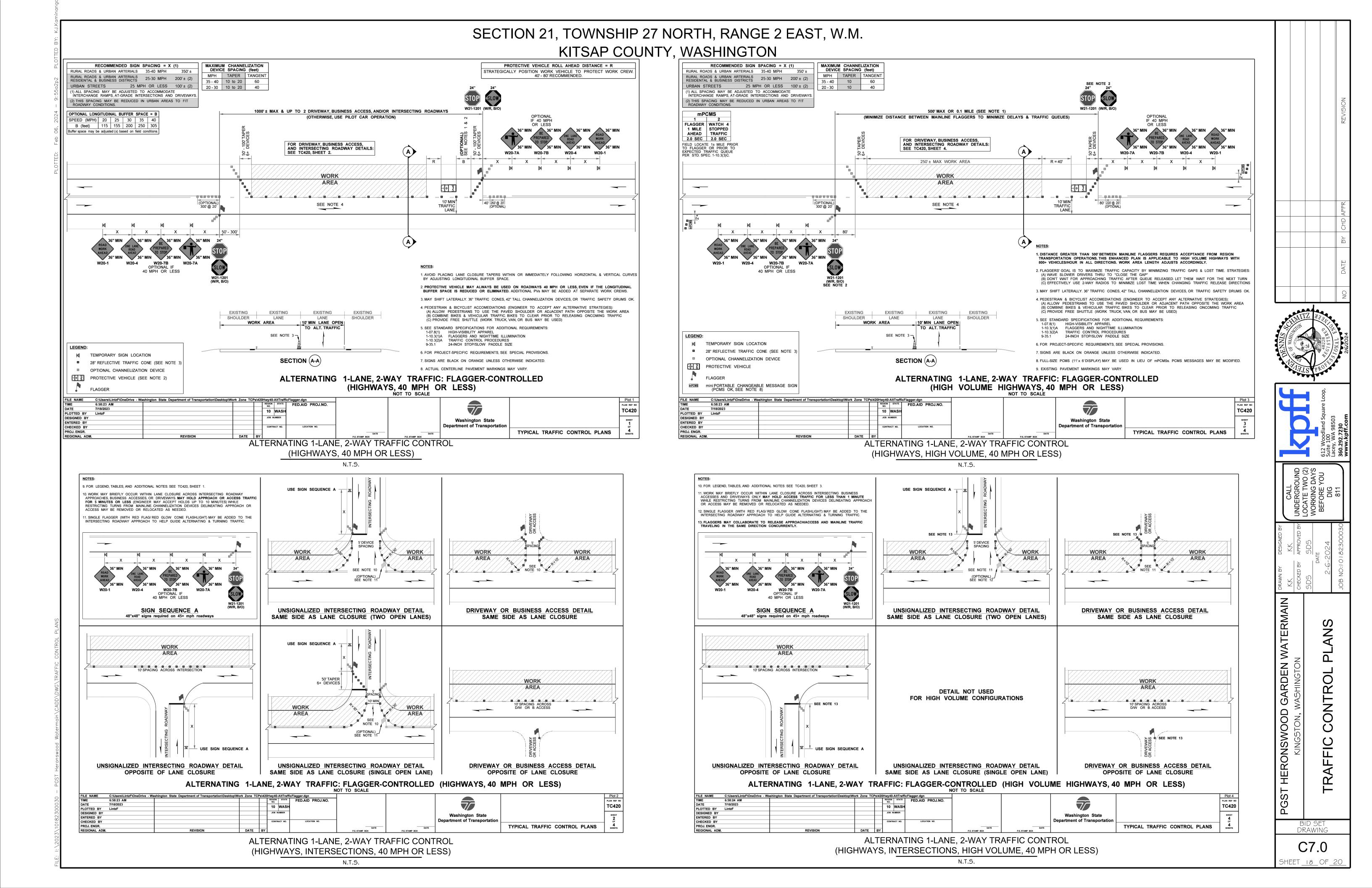
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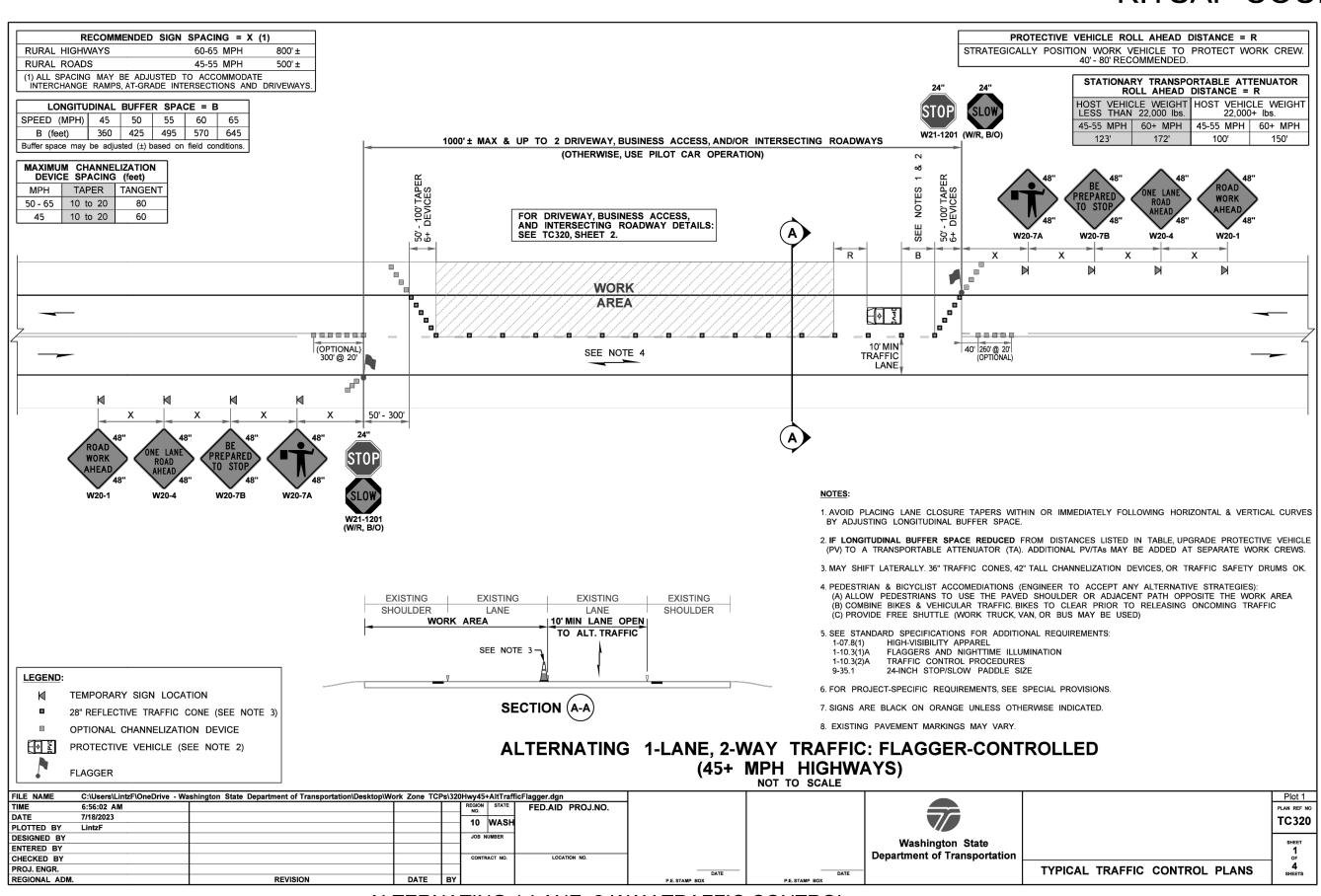
C5.1

HEET <u>15</u> OF <u>20</u>

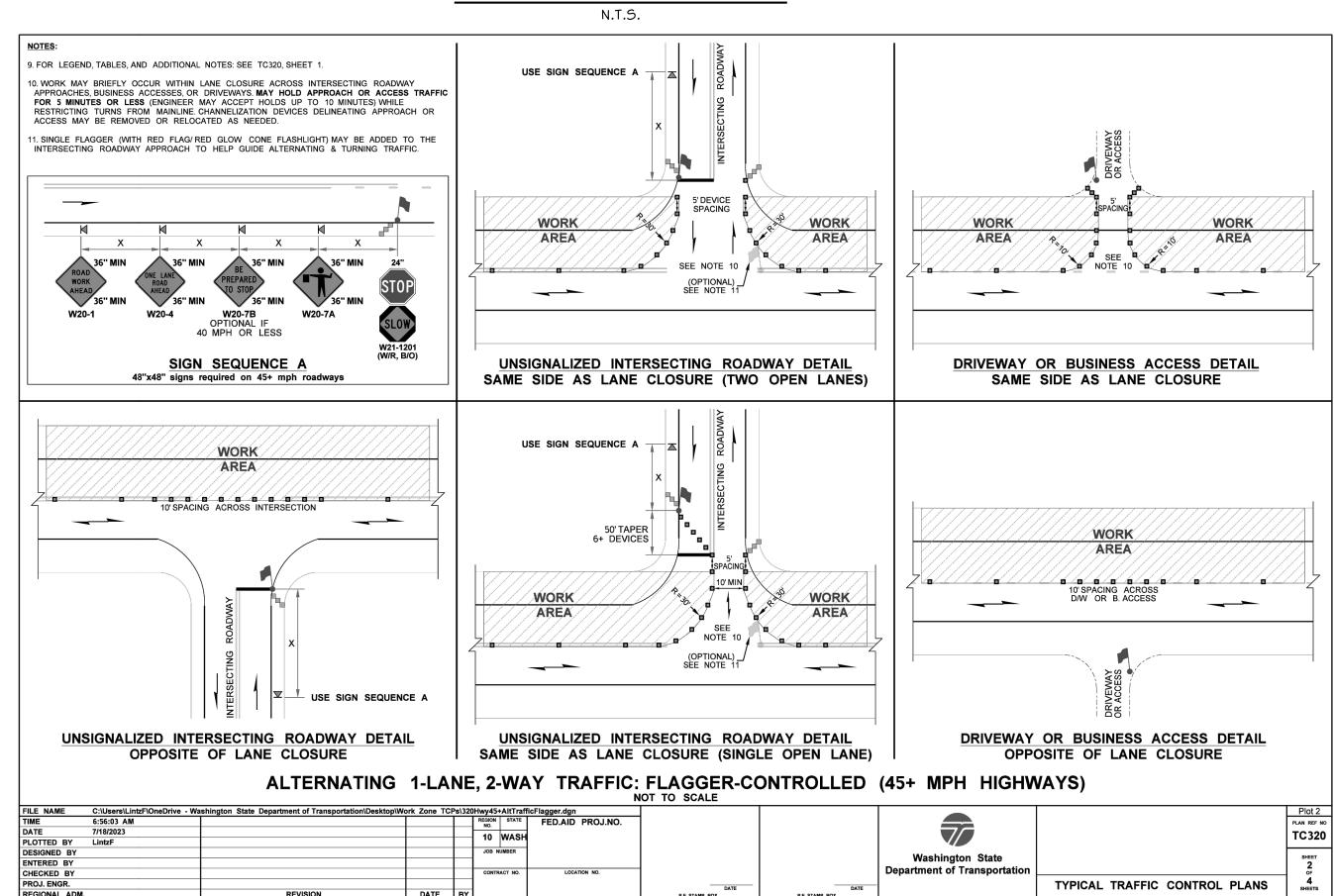




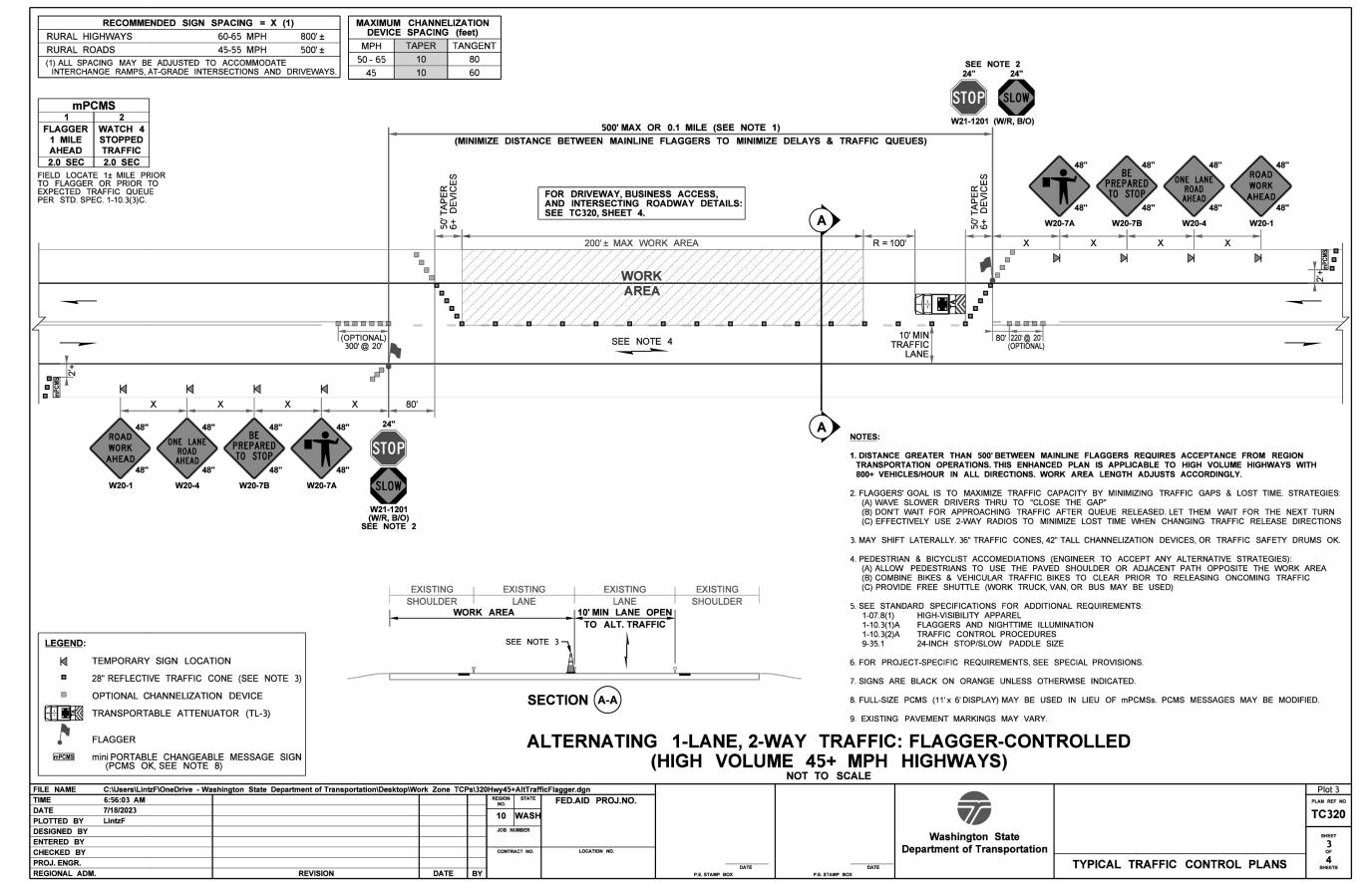




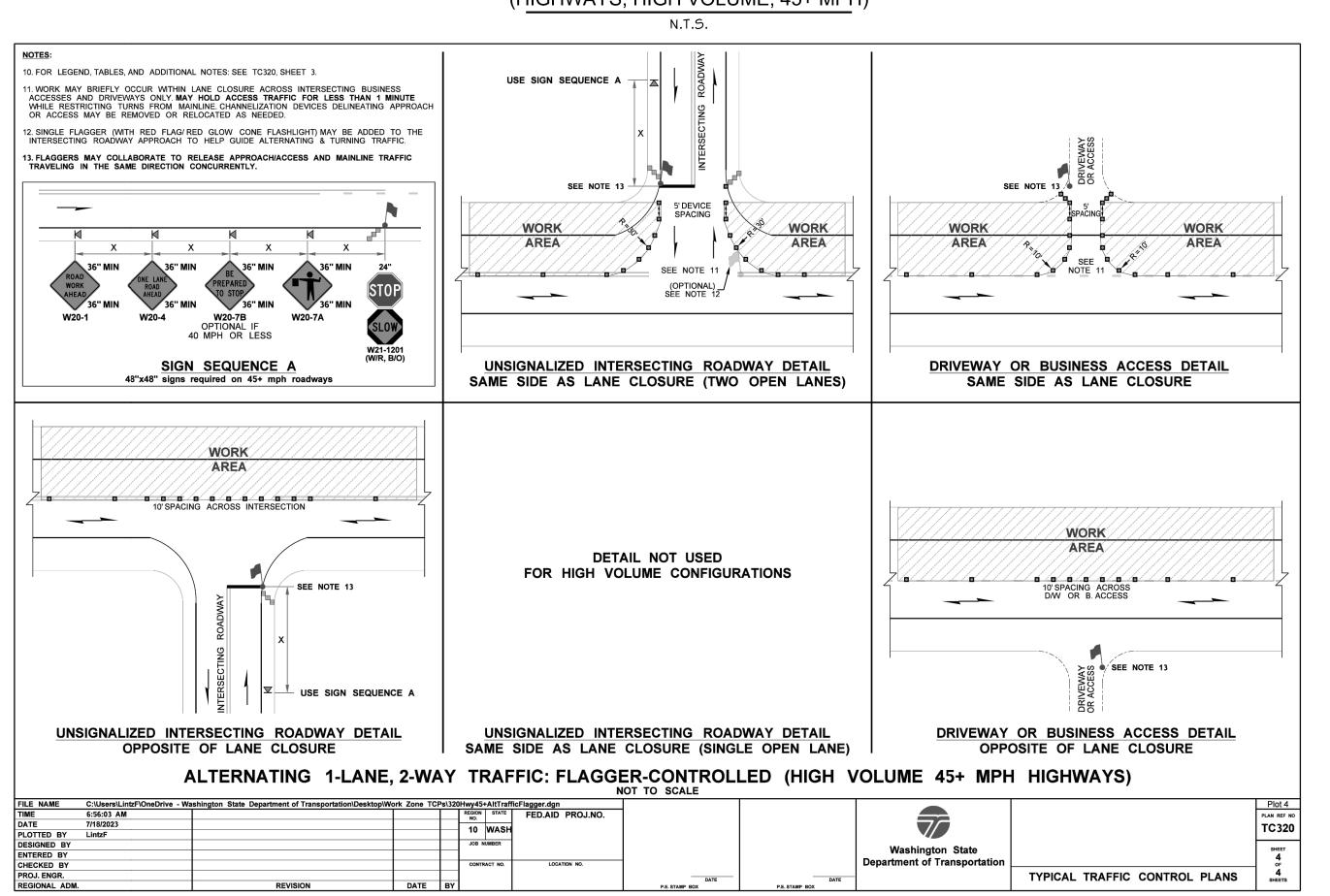
ALTERNATING 1-LANE, 2-WAY TRAFFIC CONTROL (HIGHWAYS, 45+ MPH)



ALTERNATING 1-LANE, 2-WAY TRAFFIC CONTROL (HIGHWAYS, INTERSECTIONS, 45+ MPH)



ALTERNATING 1-LANE, 2-WAY TRAFFIC CONTROL (HIGHWAYS, HIGH VOLUME, 45+ MPH)



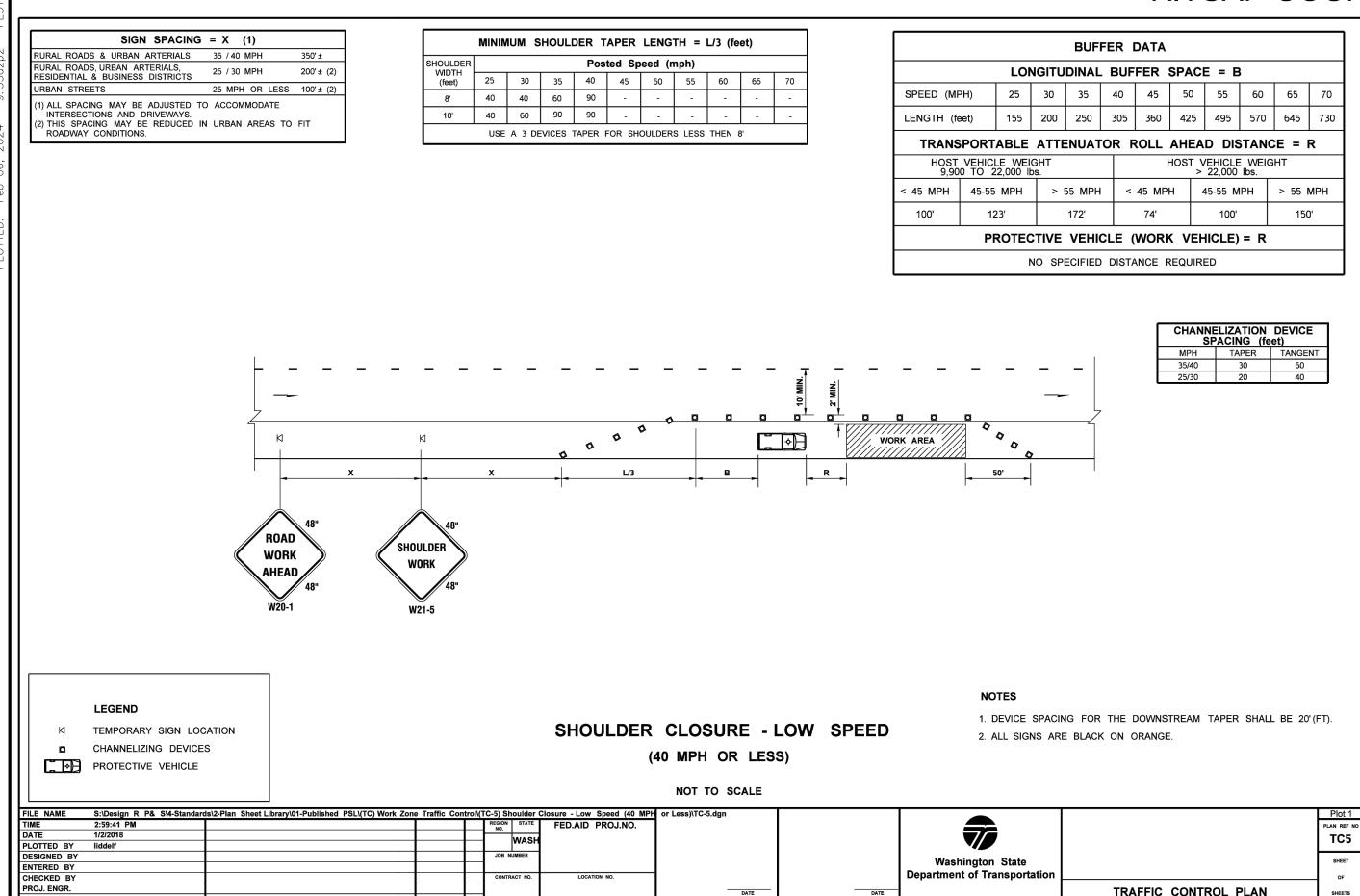
ALTERNATING 1-LANE, 2-WAY TRAFFIC CONTROL (HIGHWAYS, INTERSECTIONS, HIGH VOLUME, 45+ MPH)

N.T.S.

PGST HERONSWOOD GARDEN WATERIA KINGSTON, WASHINGTON

GHEET

SHEET 19 OF



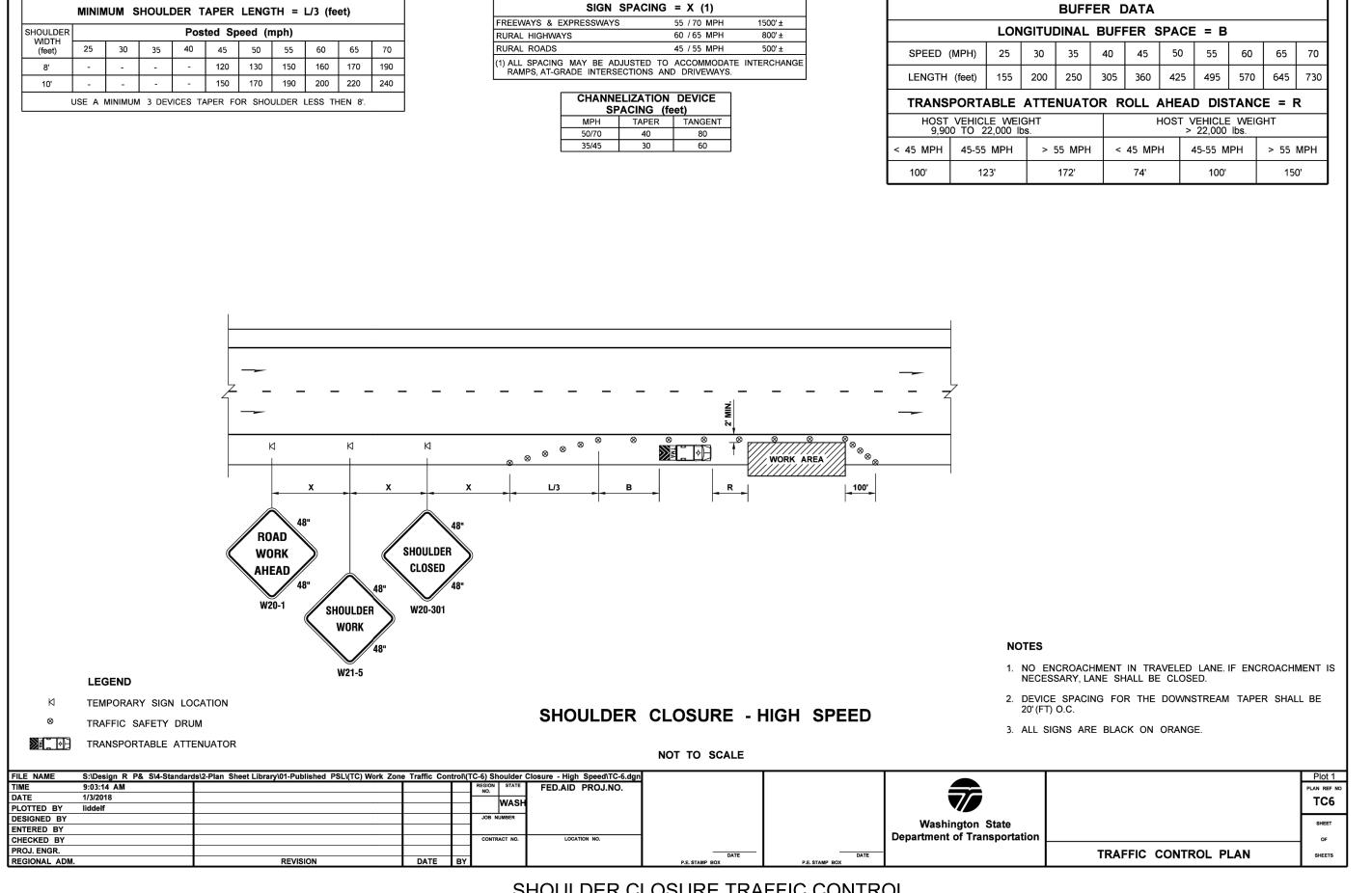
## SHOULDER CLOSURE TRAFFIC CONTROL (LOW SPEED - 40 MPH OR LESS)

### NOTE:

- I. CONTRACTOR TO PROVIDE ALL THERMOPLASTIC MARKINGS, PAINT STRIPING, AND SIGNAGE
- 2. CONTRACTOR TO REMOVE ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED MARKING
- 3. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, UNLESS OTHERWISE NOTED CONTRACTOR SHALL CONTACT PUBLIC WORKS TRAFFIC DIVISION PRIOR TO INSTALLING PAVEMENT MARKINGS OR OTHER TRAFFIC DELINEATORS ON COUNTY RIGHTS OF WAY

### **GENERAL NOTES (CONSTRUCTION)**

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SHOULDER CLOSURE TRAFFIC CONTROL (HIGH SPEED - 45 MPH OR MORE)

N.T.S.

DENNIS UNITS OF WASHINGTON OF THE BY CHD APPR

E YOU Suite 100 Lacey, WA 98503 360.292.7230

RAFFIC CONTROL PLANS & NOTE

BID SET DRAWING

SHEET <u>20</u> OF